

# Terms & Conditions

**Context** PROZIS reasserts its commitment to 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 Council, of the 27th of April 2016), on the protection of natural persons regarding the processing of personal data and on the free movement of such data, PROZIS has reviewed the Terms and Conditions of use of the online store, as well as its Privacy Policy. The new wording of these texts will come into effect on May 25th, 2018.

## General Terms and Conditions

Access to and use of this website are subject to these General Terms and Conditions of use, which include the General Conditions of Sale of the online store [www.prozis.com](http://www.prozis.com) and the Data Protection and Privacy Policy presented by the commercial company Prozis.com, S.A., Tax ID 506806693, based 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 holds.

## Introduction

The sales made via the online store [www.prozis.com](http://www.prozis.com) presuppose the customer has accepted the General Conditions of Sale that are established in compliance with the legislation applicable to the electronic retail category.

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

PROZIS is not responsible for any situations generated by the unavailability of the website, whatever its duration, and reserves the right to limit the access to certain areas within the website for technical reasons or to comply with legal obligations.

## Concepts and Definitions

**Customer** – any natural person who is at least 18 years of age and creates a customer account under the agreement that all information related to their identification and other data necessary to place and process their orders are true, up-to-date and complete. For all purposes, PROZIS considers that a **legal entity** is identified and singled-out by the connection between its company name, registered office and the Tax ID number indicated at the time of creation of the respective customer account.

**Cookie** – small data file sent to the customer's computer and kept on its hard disk.

When an account is created on the website, a cookie will be kept on the customer's computer that will allow for an automatic authentication whenever s/he visits the website again.

Cookies are also used so that our system can follow the customer's steps during a shopping session. If the customer does not allow the use of cookies, s/he will not be able to use this website.

**Personal information** – information related to an identified or identifiable natural person, i.e., the “data subject”, identifiable, directly or indirectly, 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 available through this website belong to PROZIS, and are licenced and protected by worldwide laws and treaties.

All of these rights are reserved to PROZIS and its suppliers.

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

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

PROZIS – trademark held by the commercial company Prozis.com, S.A.

**Data processing** — any operation or set of operations performed on personal data or sets of personal data, whether or not by automated means, such as gathering, recording, organising, structuring, storing, adapting or changing, retrieving, consulting, using, disclosing by transmission, dissemination or otherwise making available, comparing or interlinking, restricting, deleting or destroying.

**Data Processing Controller** – the commercial company Prozis.com, S.A., best identified above.

Website – internet website [www.prozis.com](http://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.

## Object

The object of the present General Terms and Conditions of use is to define the conditions of access and use of the website by a customer who wishes purchase on this online store. The **General Conditions of Sale** are intended to regulate the processing terms of the commercial transactions between PROZIS and the Customer. The **Data Protection and Privacy Policy** aims to identify privacy protection measures regarding the processing of personal data and the free circulation of such data, including personalised data management tools provided by the customers.

### I - General sales conditions

#### 1.1 Ordering and purchasing process

Payment options and deadlines – Once an order has been placed in the customer's account, the selected payment option shows a deadline for payment. If this deadline comes to pass without any confirmation of payment, and the chosen payment option is not cash on delivery, the order will be cancelled.

PROZIS has the following payment options available for purchases made at its online store:

### Credit Card

The customer will be able to pay using a credit card and take advantage of the liquidity and payment deadlines offered by his/her bank.

All transactions on our website are secure.

#### Is it safe to pay online using my credit card?

PROZIS uses a sophisticated fraud detection and prevention mechanism. This solution makes it possible to verify the authenticity of online payments, while simultaneously ensuring our customers' data integrity and security, as well as their identification.

This security feature is provided via SSL (Secure Socket Layer) technology that encrypts communications between the customer's computer and our server, so that they cannot be intercepted. Thus, PROZIS reserves the right to refuse payment of any order by any transaction considered to be illicit. Any and all activities considered as illegal will be immediately reported to the competent authorities.

3D Secure: 3D Secure is a communication protocol designed to improve online payment security and enable the authentication of the card user by the credit card issuer. When paying at an online store, a credit card validation process is triggered. Should the credit card be considered valid, 3D Secure protocol security systems check the customer's identity, resorting to the credit card issuer in real time. The issuer validates the customer's identity and informs the store system that the card being used is legitimate.

The goal is to protect credit card users, minimising the possibility of fraudulent credit card use and improving overall transaction performance. This protocol is used by Visa, as "Verified by Visa", and by Mastercard, as "Secure Code".

#### How is credit card payment processed?

After selecting the credit card payment option and clicking on "Place Order", the customer is directed to the payment platform where the necessary credit card data needs to be entered, namely the credit card number, expiration date and security code. Finally, clicking on the "I validate my payment" button will set the transaction in motion.

If payment is declined, an error message will be displayed in the shopping cart window. In such an event, attempting to complete the transaction again is recommended. If the problem persists however, we advise the customer to contact his/her bank or credit card issuer for further information.

Once payment is completed, the amount will be charged to the customer's credit card account. If, for any reason, it proves necessary to completely or partially cancel the order, the corresponding value will be reimbursed within 5 working days. The transaction will show on the customer's credit card statement three working days following the reimbursement date.

Warning: Payments are always charged in Euros, even if prices are displayed in other currencies. Some banking institutions may charge currency exchange rates. PROZIS is totally alien to this fact and is not to be held responsible for it.

## PayPal

PayPal is a secure payment method used worldwide. For further information concerning this payment method, please visit [www.paypal.com](http://www.paypal.com).

### Save information for future PayPal transactions

By choosing this option, the customer will not need to access the PayPal website for future orders. The amount will automatically be charged from the PayPal account used to subscribe this option.

The customer can access his/her PayPal account and remove this option at any time. To do so, s/he must access the menu Profile > My Money > My preapproved payments. A list of all preapproved payments will be displayed, and from there the customer can simply cancel the payment option associated to PROZIS.

Please note: PROZIS does not store any customers' PayPal account login information.

## ATM

ATM payments can be made at ATMs belonging to the Portuguese Rede de Caixas Multibanco, or via Homebanking.

When the customer completes his/her order, a Multibanco reference number will be generated and sent to his/her order confirmation e-mail, though it is also made available in the "Order details" section under the "My orders" tab in the customer's PROZIS account.

To be able to pay at an ATM, the customer will need to select the option "Pagamento de Serviços/Compras" (Service/Purchase Payment) and enter the corresponding entity (entidade), reference number (referência) and order value (valor).

The order will most likely be dispatched on the same day, if payment is made before 2 pm on a working day. Orders paid for at a later time will be shipped on the next working day.

Warning: since the reference number generated for payment is valid for a limited time only, if payment is not received within this timeframe the order will be cancelled.

## Cash on Delivery

If the customer chooses to pay via Cash on Delivery, payment will only take place upon order delivery.

There is a maximum total order value of €250 for Cash on Delivery orders.

Depending on the carrier, payment may be made with a debit card or in cash. Should you choose to pay in cash, you must have the exact amount with you, as couriers are not required to carry change. Please note that, if the amount paid is higher than the order value, the customer may lose the difference. PROZIS is in no way liable for this.

PROZIS reserves the right to cancel a cash on Delivery order should the customer's history contain previous orders using the same payment method that were not delivered due to customer's fault. However, the customer will be able to place a new order selecting another available payment method. >

Please allow for an additional 24 hours for the delivery of your order when you choose this payment method.

Warning: The Cash on Delivery option may imply additional costs to be charged by the selected carrier.

### 1.2 Delivery Process

Once the order has been shipped, the customer will receive a confirmation e-mail with the respective invoice, assigned tracking number and a link that allows tracking of the order on the carrier's website.

The customer may also access this link by logging into his/her PROZIS account and clicking on the "Orders" tab shown on the login page. By clicking on an order in the "Orders" column on the left-hand side of the screen, the customer will be given all the information about that same order in the column "Order Details" on the right-hand side of the screen, including the aforementioned link.

Trying to track the order at the time the shipping confirmation with the tracking number is received may not return any results. Shipping information may take up to 24 hours from reception of the shipping confirmation e-mail to be updated on the carrier's website. PROZIS cannot be held responsible for this.

Orders are delivered from Monday to Friday, with the exception of national or municipal holidays, at the address provided by the customer when placing the order.

The customer may receive the order at whatever address s/he prefers (with the exception of PO Boxes). S/he should provide an address where s/he will be between 9 am and 7 pm. The chosen carrier will attempt to deliver the order at the address indicated by the customer.

Warning: Choosing a specific delivery time is not possible, as deliveries are conditioned by the routes defined by the carrier on the respective delivery date.

Providing an incorrect or incomplete address may lead to the parcel being returned to PROZIS, which may mean additional costs imputable to the customer. As such, we recommend the customer makes sure that the delivery address provided when placing the order is complete and accurate. Once the order is placed, it is no longer possible to change either the delivery address, or the billing details.

PROZIS has the following delivery services available:

### **Chronopost**

For orders with a delivery address in Mainland Portugal and the Portuguese islands, the customer can choose the Pick Me service, where the order will be shipped to the pick-up point selected when the order was placed. As soon as it's received at the pick-up point, the customer will receive a text message on the mobile phone number provided for order delivery, informing him/her the order is ready to be picked up. The recipient then has 10 days to pick up the order. Should it not be collected during this period, it will be returned to PROZIS.

For orders with a delivery address in Insular Portugal, the customer can choose the Chronopost Ilhas service. This option is only available for orders up to 10 kg and, if the selected payment method is cash-on-delivery, it should preferably be paid via ATM when picking up the order.

### **DHL**

If the customer chooses DHL, the order will be sent to the address selected at the time the order was placed. Should the customer not be at that address, DHL will leave a note, requesting the recipient calls either the agency responsible for the parcel's delivery or DHL's general number so that a new delivery can be scheduled on a more suitable date. The recipient has five working days to contact the carrier and schedule a new delivery. If s/he fails to do so within this deadline, the order in question will be returned to PROZIS.

### **Nacex**

If the customer chooses Nacex, the order will be sent to the address selected at the time the order was placed. Should the customer not be at that address, Nacex will leave a note, requesting the recipient calls either the agency responsible for the parcel's delivery or Nacex's general number so that a new delivery can be scheduled on a more suitable date. The recipient has 5 working days to contact the carrier and schedule a new delivery. If s/he fails to do so within this deadline, the order in question will be returned to PROZIS.

Cash-on-delivery orders can be paid with a debit card or in cash. All couriers will have a TPA (payment terminal) for card payments. Should you choose to pay in cash, you must have the exact amount with you, as couriers are not required to carry change. Please note that, if the amount paid is higher than the order value, the customer may lose the difference.

### **CTT**

If the customer chooses CTT, the order will be sent to the address selected at the time the order was placed. Should the customer not be at that address, CTT will leave a notification requesting the recipient to pick up the parcel from the post office in his/her residential area. There is a pick-up deadline of 3 working days from the day of the delivery attempt. If the recipient is not able to pick up the order in person, it can be picked up by a third party, as long as the notification is signed according to the customer's identification document and a copy of said document is presented for verification purposes. If the order is not collected within three working days, it will be returned to PROZIS.

If the address provided by the customer turns out to be incorrect or incomplete, the CTT courier will not be able to leave a notification, leading to the immediate return of the parcel to PROZIS.

Cash-on-delivery orders must be paid in cash and in the exact amount, as couriers are not required to carry change. Please note that, if the amount paid is higher than the order value, the customer may lose the difference.

**WARNING:** Unlike other delivery services whose delivery schedule is 9 am–7 pm at the address provided by the

customer, CTT delivers only between 8 am and 1 pm.

## DELIVERY DEADLINES:

### Mainland Portugal

Once the customer's order has been shipped, we guarantee a delivery deadline of one working day, except if the delivery address is located in a remote area. In that case the delivery deadline will be of two working days.

### Madeira and the Azores

Delivery deadlines to Madeira and the Azores will depend on the chosen carrier:

|                                                                                                                                                                                                        | Chronopost                                                   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| Madeira                                                                                                                                                                                                | Funchal – up to 2 working days; Porto Santo – 5 working days |
| Azores                                                                                                                                                                                                 | 2 to 5 working days *                                        |
| * Please note: shipping to Corvo and Flores may take up to an additional 12 working days.                                                                                                              |                                                              |
|                                                                                                                                                                                                        | EMS12 - Air Shipping                                         |
| Madeira                                                                                                                                                                                                | 1 working day *                                              |
| Azores                                                                                                                                                                                                 | 4 to 7 working days **                                       |
| * If ordered before 2 pm and paid for by credit card, PayPal or cash-on-delivery. * Maximum Weight Allowed: 5 kg ** Warning: shipping to Corvo or Flores may take up to an additional 10 working days. |                                                              |

**WARNING:** Delivery deadlines are guidelines and are therefore only to be considered valid when there are no physical or structural impediments to delivery (e.g. incorrect delivery addresses or force majeure, such as strikes, missed connections, poor weather conditions, etc).

## SHIPPING COSTS

Shipping costs are automatically calculated by our system, depending on the following factors:

- actual or volumetric weight of the parcel (whichever the highest)
- order amount (a free delivery service can be made available in the case of promotional campaigns for orders of €20 or more\* \*\*)
- carrier prices, which are updated on a regular basis

Shipping costs are automatically updated as the customer adds items to the shopping cart.

\* Valid only for Mainland Portugal.

\*\*Regardless of the established minimum amount to obtain free shipping, some countries may have a minimum amount per order. It is not possible to place an order lower than this amount.

## REFUNDING SHIPPING COSTS

There are three situations that can lead to a refund of the order shipping costs:

- i) Failure to deliver the order for reasons directly attributable to PROZIS or the carrier: the customer will be refunded in full for the amount paid for shipping. An employee from the refunds and reimbursements section of the PROZIS Customer Service team will get in touch with the customer to confirm his or her right to receive a shipping refund and to clarify any additional questions on this subject.
- ii) One or more errors in products shipped or shipping of faulty products: the shipping amount paid by the customer will be refunded in full only if the error or fault is present in all shipped products. For more information please check article 1.7 below.
- iii) Right to Contract Termination: 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, the customer can exercise his or her right to contract termination within 14 days from the day s/he

receives the ordered product or, should the order be composed of several items to be delivered in different days, from the day s/he received the last article. To exercise this right, the customer must send PROZIS a clear statement of contract termination before the deadline indicated, using the Contract Termination model available **here**. PROZIS will reimburse the shipping amount paid by the customer in full. An employee from the refunds and reimbursements section of the PROZIS Customer Service team will get in touch with the customer to confirm his or her right to a shipping refund and to clarify any additional questions on this subject.

#### Applicable procedures in case of occurrences

Should a prepaid order be returned to PROZIS for reasons not imputable to PROZIS or the transport service, PROZIS will reimburse the amount paid for the order, including shipping and return costs. Prepaid orders are those paid for by Credit Card, PayPal, ATM or Bank Transfer.

The customer can choose to be reimbursed via original payment method, or by means of a reimbursement coupon to be applied to a future order. The coupon will remain valid for 12 months from its creation. After that, no further reimbursement will be issued. In case the original payment was made by ATM or bank transfer, the customer will be contacted to, if willing, provide the necessary bank account details for the reimbursement.

If the reason for the unsuccessful delivery and return of the order falls under the responsibility of the carrier, regardless of the chosen payment method, the customer must write a complaint that will be subjected to analysis by the carrier. In case the delivery problem is due to incomplete or incorrect delivery address, the customer should attach a proof of address (e.g. a gas, water or electricity bill) to the complaint.

## ORDER CANCELLATION

The customer can only cancel the order as long as it has not yet been paid for and is not yet being processed. If this is the case, the customer can simply access their account and click on "Orders". In the "Order History" column, the customer must select the order to be cancelled, and then click on "Cancel Order" in the "Order Details" column. Once the order is cancelled, a confirmation message will be displayed.

Order cancellation is only possible via the previously described procedure. Any cancellation request made by any other means will not be fulfilled.

### 1.3 Return and Exchange Procedure

## RETURNS

Should the customer wish to return one or more items, this can be done within 14 days after receiving the order, as long as the products are still intact, sealed, complete and inside the original packaging, which cannot be damaged, altered or scratched. It is up to the customer to ensure that the returned items arrive at the facilities mentioned below within 28 days from the day on which the order was delivered.

To exercise the right of return, the customer must contact our Customer Service. It will be necessary to specify the order number, description(s) or reference number(s) of the product(s) to be returned, and how the reimbursement is to take place. Reimbursement is possible either via the original payment method or by means of a reimbursement coupon that will remain valid for 12 months after it is issued, after which no further reimbursement can be issued.

The customer also needs to check if the product(s) s/he wishes to return was/were acquired as part of any promotional campaign, and if, for that reason, s/he received any free product(s). If that is the case, it will be necessary not only to return the product(s) in question, but also the gift added for free. Both are required to comply with the aforementioned guidelines.

A pack, composed of various products, can only be returned in its entirety. If the customer wishes to return a product belonging to a pack, all products that are part of that particular pack must be returned. All products in the pack are required to comply with the aforementioned guidelines.

It is up to the customer to send the item(s) to the following address:

PROZIS – CENTRO LOGÍSTICO Rua do Cais n.º 198, Fontarcada 4830-345 Póvoa de Lanhoso Portugal

Returning incomplete, damaged or scratched products, products without their original packaging and/or label, or products that present signs of use, will not be accepted.

Returning products that will expire in less than a month, underwear or swimming clothes, or offers or products

purchased with ProzisPoints will also not be accepted.

Should any item be received in any of the above-mentioned conditions or with the carrier label placed directly on the respective product packaging, the customer will lose the right to be reimbursed and will be granted 10 days to have the item(s) picked up from the above-mentioned facilities, paying for the collection costs.

## **EXCHANGES**

The customer will have to return the item(s), request the respective reimbursement, and subsequently place a new order. The entire return process is described in detail in the item **RETURNS**.

## **REIMBURSEMENT METHODS**

PROZIS will do everything in its power to reimburse the customer as quickly as possible. There is, however, a maximum reimbursement period of 15 days from the day the product arrives at the above-mentioned warehouse.

If payment was made by credit card, reimbursement will be issued to the credit card used for the original payment and will appear on the customer's next bank statement. \*

If payment was made by PayPal, reimbursement will be made to the respective PayPal account and will become available immediately. \*

If the chosen payment method was Cash on Delivery or ATM/bank transfer, the customer will be asked for the necessary bank details of the account on which s/he wishes to receive the reimbursement. \*

\* The above-mentioned payment methods are not available for every country. Please check the information above, under "Payment Methods", to know the ones that are available for the customer's country.

The customer may also choose to be reimbursed via discount coupon, regardless of the original payment method used. This coupon will remain valid for 12 months from its creation date, after which it will be impossible to issue any further reimbursement.

## **RETURN COSTS**

If PROZIS is so notified and if there is confirmation of an error in the shipped product(s) or that flawed product(s) have been shipped, PROZIS will bear the costs of their return by collecting the product(s) in question at the delivery address. With this purpose in mind, an employee from the returns and reimbursements section of the PROZIS Customer Service team will get in touch with the customer to schedule the aforementioned collection and to provide any additional clarification on this matter.

In case the customer wishes to exercise his/her right to contract termination, and whenever the delivery address' city or any other selected by the customer has this service available, the customer will be able to return the product(s) in question at the PROZIS pick-up point. With this purpose in mind, an employee from the returns and reimbursements section of the PROZIS Customer Service team will get in touch with the customer to confirm the nearest pick-up point and to clarify any additional questions on this matter. If the customer chooses to return the order by any alternative way, the costs of said return will be borne by the customer.

### **1.4 Product Information**

PROZIS takes all necessary precautions to ensure that all details, descriptions and prices of products on our website are correct. Nevertheless, situations may occur in which information regarding products, including prices and promotions, have not been published correctly. In cases like these, PROZIS reserves the right not to process orders containing such products. If a customer places an order for these products, they will be contacted by our Customer Service, informing them that it will not be possible to proceed with the order process.

Orders may also be rejected due to other reasons, such as:

- out of stock products
- inability to obtain payment authorisation
- order is considered to be fraudulent

All products, campaigns, promotions and offers are limited to the available stock and/or stock allocated for the campaign in question.

Whenever an order is placed using the Cash on Delivery payment method\*, and it contains a product that we no longer have in stock, it will be removed from the order and we will, after contacting the customer and confirming it should be so, dispatch the remaining products. If the order contains one or more products that are part of a pack, once the customer has been contacted for confirmation, this pack will be removed from the order entirely.

If the order has been paid for via Credit Card or PayPal\*, and it contains a product that we no longer have in stock, it will be removed from the order and the remaining products will be dispatched so as not to delay the process. If the order contains one or more products that are part of a pack, this pack will be removed from the order entirely. The customer will always be informed about the changes made. A reimbursement via the original payment method will be issued immediately. The customer will be informed by the Customer Service team about both the changes made to the order and the scheduling of the reimbursement.

If the selected payment method was ATM or Bank Transfer\*, and the order contains a product no longer in stock, it will be removed from the order and we will, after contacting the customer and confirming it should be so, dispatch the remaining products. If the order contains one or more products that are part of a pack, once the customer has been contacted for confirmation, the pack will be removed from the order entirely. Reimbursement can be issued immediately in the form of a coupon that will be valid for 12 months from its issue date, after which there will be no further reimbursements. A message will be sent to the customer by our Customer Service team about the changes made to the order and the reimbursement coupon code issued. If the customer prefers to be reimbursed via the original payment method, s/he can request this by replying to the Customer Service message and re-sending the reimbursement coupon code along with the details of the bank account to which the reimbursement is to be made (bank name, IBAN and SWIFT).

If the order contains a product that is back in stock and for which ProzisPoints were exchanged, it will also be removed from the order and the remaining products will be dispatched so as not to delay the process. The ProzisPoints will be returned to the customer's account immediately. The customer will be informed about the changes to the order and the restitution of the ProzisPoints.

\* The above-mentioned payment methods are not available for every country. Please check the information above, under "Payment Methods", to know the ones that are available for the customer's country.

PROZIS reserves the right to change prices at any time, without prior notice.

Payments are always charged in Euros, even though prices may be displayed in other currencies. Some banks may charge currency conversion rates. PROZIS has no control over this matter and therefore takes no responsibility for it.

The products, information, services and other content provided on and via this website including, but not limited to, any products, information, e-mails, services and other content provided on any hyperlink, are provided in summary or aggregate form only. This information is not intended as a replacement for advice from the customer's physician or another healthcare professional, or for any information contained on or inside any product label or packaging. Before purchasing or using any product, information or service provided on or via this site, including, but not limited to, any product, information or service provided on any hyperlink, the customer should contact his/her physician or pharmacist.

The customer should not use the information available on this website to diagnose or treat any health condition, or to prescribe any medication or other treatment. The customer should consult his/her physician or pharmacist and carefully read all the information provided by the manufacturer of a given product, as well as the information on or inside the label or packaging of any food supplement, herbal or homeopathic, before starting any diet or exercise program or before starting any treatment for any health condition. Each person is different, and the way one person reacts to a particular product may be significantly different from the way other people react to the same product.

Unless otherwise indicated on this site, PROZIS does not endorse any specific product or service offered, advertised or sold on or via this website, including, but not limited to, any product or service offered, advertised or sold on or via any hyperlink. PROZIS is not responsible for any product or service advertised by a third party and available on any hyperlink as well as for any claims regarding quality or performance made by a third party. The customer is hereby advised that other websites on the Internet, including, but not limited to, hyperlinks and webpages containing a link to this site, may contain material or information that some people may find offensive or inappropriate, that is inaccurate, untrue, wrong or deceptive, that is defamatory, libellous, that infringes third-party rights or is otherwise illicit. PROZIS expressly denies any responsibility for the content, legality, decency or accuracy of any information, and of any products and services appearing on any hyperlink or on any website that links to this site.

## **1.5 Suggestions and Complaints**

Our customers' opinion is very important to us, since it allows us to improve our services. As such, if for any reason our customers are not happy with said service, or in case they have any suggestions, we appreciate it if



they can take a few minutes to report any situation, preferably by sending a message to our Customer Service team.

If the complaint is related to a specific order, customers have 14 days from the reception of the order to get in touch with our Customer Service team and report the issue detected.

If the customer received a defective or damaged product, or if the product received is different from the one s/he ordered, a video or at least some photographs that clearly show the issue detected and the state of the box in which the order was delivered must be attached to the complaint.

The customer should also keep the defective, damaged or switched product, as well as the order box, in his/her possession until told otherwise by our Customer Service team.

If the exterior state of the box is not in perfect conditions at the time the order is delivered, the customer must reject delivery at the risk of his/her complaint not being accepted later.

## 1.6 Alternative Dispute Resolution

In case of a dispute, the consumer can appeal to one of the Alternative Dispute Resolution bodies listed at the Portal do Consumidor, on the website [www.consumidor.pt](http://www.consumidor.pt), or to one of the bodies listed on the European Commission's Online Dispute Resolution website at <https://webgate.ec.europa.eu/odr>.

Alternative Dispute Resolution bodies:

**CNIACC - Centro Nacional de Informação e Arbitragem de Conflitos de Consumo** General competences  
**E-mail:** [cniacc@unl.pt](mailto:cniacc@unl.pt) **Web:** <http://www.arbitragemdeconsumo.org>

**Centro de Informação, Mediação e arbitragem de Conflitos de Consumo do Algarve** Geographical area covered – contracts celebrated in the Faro district  
**E-mail:** [apoio@consumidoronline.pt](mailto:apoio@consumidoronline.pt) **Web:** <http://www.consumidoronline.pt/>

**Centro de Arbitragem de Conflitos de Consumo do Distrito de Coimbra** Geographical area covered - contracts celebrated in the municipalities of: Arganil, Cantanhede, Coimbra, Condeixa-a-Nova, Figueira da Foz, Góis, Lousã, Mira, Miranda do Corvo, Montemor-o-Velho, Oliveira do Hospital, Penacova, Penela, Soure, Tábua and Vila Nova de Poiares.  
**E-mail:** [geral@centrodearbitragemdecoimbra.com](mailto:geral@centrodearbitragemdecoimbra.com) **Web:** <http://www.centrodearbitragemdecoimbra.com>

**Centro de Arbitragem de Conflitos de Consumo de Lisboa** Geographical area covered - contracts celebrated in the Lisbon Metropolitan Area: Lisboa, Alcochete, Almada, Amadora, Azambuja, Barreiro, Cascais, Lisboa, Loures, Mafra, Moita, Montijo, Odivelas, Oeiras, Palmela, Seixal, Sesimbra, Setúbal, Sintra and Vila Franca de Xira.  
**E-mail:** [juridico@centroarbitragemlisboa.pt](mailto:juridico@centroarbitragemlisboa.pt) / [director@centroarbitragemlisboa.pt](mailto:director@centroarbitragemlisboa.pt) **Web:** <http://www.centroarbitragemlisboa.pt>

**Centro de Informação de Consumo e Arbitragem do Porto** Geographical area covered - contracts celebrated in the Porto Metropolitan Area: Arouca, Espinho, Gondomar, Maia, Matosinhos, Oliveira de Azeméis, Porto, Póvoa de Varzim, Santa Maria da Feira, Santo Tirso, São João da Madeira, Trofa, Vale de Cambra, Valongo, Vila do Conde and Vila Nova de Gaia.  
**E-mail:** [cicap@mail.telepac.pt](mailto:cicap@mail.telepac.pt) **Web:** <http://www.cicap.pt>

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**E-mail:** [triave@gmail.com](mailto:triave@gmail.com) **Web:** <http://www.triave.pt>

**CIAB – Centro de Informação, Arbitragem e Conflitos do Consumo** Geographical area of Amares, Arcos de Valdevez, Barcelos, Braga, Caminha, Esposende, Melgaço, Monção, Montalegre, Paredes de Coura, Ponte da Barca, Póvoa do Lanhoso, Terras do Bouro, Valença, Viana do Castelo, Vila Nova de Cerveira, Vieira do Minho and Vila Verde.  
**Email:** [geral@ciab.pt](mailto:geral@ciab.pt) **Web:** <http://www.ciab.pt>

**Centro de Arbitragem de Conflitos de Consumo da Madeira** Email: [centroarbitragem.sras@gov-madeira.pt](mailto:centroarbitragem.sras@gov-madeira.pt) **Web:** <http://www.srrh.gov-madeira.pt>

## 1.7 WARRANTY

Since one of the basic consumer rights is the access to services and goods matching those purchased and assuring they are working properly, PROZIS guarantees the quality of its products for a period of 24 months from purchase date (except for perishable goods), offering its customers, whenever it proves legitimate, one of the following solutions, listed in order:

- Repair of damaged item, ensuring its proper functioning and/or final quality
- Exchange for an identical product
- Exchange for a product with similar characteristics and purpose, after securing the customer's agreement
- Contract resolution and subsequent reimbursement in case none of the previous options is possible

To exercise his/her warranty right, the customer will always be required to file a complaint with our Customer Service team and return the goods that are malfunctioning or that do not match the purchased item.

Our Customer Service team will check the article(s) in question so as to confirm the validity of the warranty claim made by the customer, from which all situations resulting from the following, among others, are excluded:

- Customer misuse and intentional or unintentional harm
- Normal wear and tear of the product, provided it matches the levels that are expected and declared by the manufacturer
- Inability to confirm the malfunctioning or defect described by the customer
- All situations identified as attempted fraud

Once the returned product has been inspected, the customer will be informed about his/her request.

In cases where the exercise of warranty proves applicable, PROZIS will promote the repair, replacement or reimbursement of the item within the shortest possible time up to a maximum of 30 days from the day of written confirmation sent by e-mail stating that the customer is entitled to exercise the right of warranty.

The reimbursement of any amount will be made through the original payment method, unless a different agreement is reached with the customer.

These provisions do not affect the customer's statutory rights.

## **1.8 ProzisPoints**

### **1.8.1 What are ProzisPoints?**

ProzisPoints are points earned by a customer when purchasing any product from PROZIS. Each product is assigned a certain number of ProzisPoints.

### **1.8.2. How can I find out how many ProzisPoints I can earn with each product?**

The associated number of ProzisPoints is displayed on each product page, to the right of the product image, next to the price.

### **1.8.3. What are ProzisPoints for and when do they expire?**

ProzisPoints can be exchanged for exclusive gifts or accumulated in the customer's account to be used on future orders. When a customer chooses to save his/her points, there will be more and more valuable gifts to choose from when placing the following order. ProzisPoints are valid for 12 months from the date in which they're obtained, after which they will expire. The number of expired points and the date on which they expired will be available in your ProzisPoints history.

### **1.8.4. How can ProzisPoints be exchanged for gifts?**

Once items have been placed in your shopping cart and the customer proceeded to the "Proceed to checkout" stage, a page will be displayed informing him/her of the total number of ProzisPoints available in his/her account. On this page, step 1 of order checkout, the customer can choose to either save his/her ProzisPoints for later orders or exchange them for gifts that will appear after selecting the corresponding option. The customer can then select the gifts and their quantities according to the number of points available and add them to the order by clicking on "ADD TO CART". This point exchange procedure can be repeated until all available points in the account have been spent. After having selected the desired gifts, the customer must click on "NEXT STEP" at the bottom right corner of the page.

### **1.8.5. How can I confirm that the products acquired with ProzisPoints will be sent with the other items in my order?**

When confirming the items in the Shopping Cart, during step 4 of order checkout, "Confirmation", ProzisPoints gifts will appear as "FREE", meaning there is no associated cost to the customer. In case the selected gifts do not appear as expected in this overview, the customer is advised to repeat the procedure. The number of ProzisPoints

exchanged for gifts and the ones still available for future orders will be displayed at the bottom of the page. If the customer removes the gifts from the Shopping Cart before completing the order, the corresponding amount of ProzisPoints will be returned to his/her account.

#### **1.8.6. What is the advantage of accumulating ProzisPoints?**

The customer can choose to save ProzisPoints instead of spending them until s/he has the necessary number of points to exchange for his/her favourite gift.

#### **1.8.7. How can I earn more ProzisPoints?**

The customer can earn more ProzisPoints by making comments regarding products acquired at the online store. For this purpose, the customer must write a brief comment about product characteristics or quality. If said comment complies with the internal guidelines on this subject, it will be approved and automatically published on the website. The customer receives 20 ProzisPoints per approved comment and 20 additional ProzisPoints should s/he choose to share said comment on Facebook®. In addition, the customer can also earn 50 additional points per purchase successfully completed at the online store if, at the end of the purchasing process, s/he selects the option to share the content of the order on his/her personal Facebook® account. The customer will then be redirected to the official page of that social network where a ready-to-share general PROZIS promotional message will be displayed. The additional points will be credited to the PROZIS customer account when the order is invoiced, except in the case of COD orders where points will only be credited when the carrier confirms delivery. PROZIS may increase the number of points associated with the purchase of certain products, sharing the order on Facebook® or selected payment method in the context of specific promotional campaigns.

#### **1.8.8. How much is one ProzisPoint worth?**

Each ProzisPoint is worth €0.01.

#### **1.8.9. Where can I obtain detailed information about my ProzisPoints?**

The customer can check his/her ProzisPoint earning and spending history in his/her PROZIS account. All s/he needs to do is log in, access his/her personal area and check the point history in the "ProzisPoints" tab. On this page, the customer can see the gifts acquired with ProzisPoints, how many points were earned with each product and respective ordered quantities and the total number of ProzisPoints available and being processed.

#### **1.8.10. What does it mean when ProzisPoints are "being processed"?**

It can mean different things, depending on the selected payment method. If you've chosen cash on delivery, ProzisPoints "being processed" means that the delivery of the order in which the customer earned the points has not been confirmed by the carrier yet. ProzisPoints will become available in the customer's account as soon as the carrier confirms to PROZIS the order has been delivered and as soon as the order status becomes "Sent". If you've chosen another payment method, having ProzisPoints that are "being processed" means that the order in which the customer earned ProzisPoints has not been shipped and invoiced yet. ProzisPoints will become available in the customer account as soon as the order status becomes "Sent".

#### **1.8.11. The gifts for which I exchanged ProzisPoints were not included in the order. What happened?**

If the customer removes one or more items from the Shopping Cart after having selected ProzisPoints gifts, these gifts will also be removed and the respective ProzisPoints will be returned to the account. If the selected gifts have not been included in the order, the customer is advised to access his/her ProzisPoints history to check if the points spent on said gifts have indeed been removed. If the points have not been removed, that means the gifts were not correctly added to the Shopping Cart and were therefore not included in the order.

#### **1.8.12. The ProzisPoints I earned and exchanged for gifts in a certain order do not appear in the ProzisPoints history. What happened?**

This situation can be caused by one of the following reasons:

- The order was cancelled: ProzisPoints used and earned for that order were also cancelled and, therefore, no longer appear in the ProzisPoints history.
- The order was returned to PROZIS: ProzisPoints used and earned with that order were cancelled as soon as the order was received at our warehouse and, therefore, no longer appear in the ProzisPoints history.
- The customer returned one or more products from his/her order: once the return was processed by our warehouse, ProzisPoints earned with the purchase of the product(s) in question were cancelled, and, therefore, no longer appear in the ProzisPoints history.
- The customer received one or more damaged products: after the complaint is dealt with by our Customer Service team, ProzisPoints earned with the acquired product(s) and/or exchanged for gifts were cancelled, and, therefore, no longer appear in the ProzisPoints history.

- The customer did not receive one or more ordered products: after the complaint regarding the missing product(s) is dealt with by our Customer Service team, ProzisPoints earned with the purchase of the product(s) and/or exchanged for gifts were cancelled. As such, they no longer appear in the ProzisPoints history.

### **1.8.13. My ProzisPoints balance is negative. What happened?**

This situation can be caused by one of the following reasons:

- An order was returned to PROZIS, and ProzisPoints earned by the customer in that order were exchanged for gifts in a following order: ProzisPoints from any returned order are cancelled once the order is received at our warehouse. The ProzisPoints balance is updated as soon as the return process has been completed. As such, if the customer places a new order and uses ProzisPoints earned with the returned order, the balance will become negative.
- An order was completely or partially returned and all or part of the ProzisPoints earned with the ordered product(s) were exchanged for gifts in that same order: the ProzisPoints earned with the purchase of a product are cancelled whenever that product is returned to our facilities. As such, if the customer exchanges ProzisPoints for gifts and subsequently decides to return the product(s), the ProzisPoints balance will become negative.

### **1.8.14. Can I exchange or return products for which ProzisPoints were exchanged?**

PROZIS does not accept the exchange or return of products for which ProzisPoints were exchanged.

### **1.8.15. Can I exchange all my ProzisPoints for gifts in a single order?**

You can exchange up to 6500 ProzisPoints per order, plus any ProzisPoints earned with the current order being placed.

## **II – Data Protection and Privacy Policy**

### **2.1. Introduction**

By browsing the PROZIS website and registering as a customer in the online store you confirm you understand and accept the present Data Protection and Privacy Policy.

PROZIS continues to care for the defence of personal data privacy and is playing a pre-emptive role concerning the safety of the website and data protection of its customers and visitors.

New data protection measures have been implemented, both to verify the legitimacy of personal data processing and to ensure the rights granted to the subjects of said data are being observed, so as to reinforce the guarantee of personal data confidentiality. Within this scope, and through a specialisation of our customer service channels, PROZIS aims to promote a clearer, more objective transmission of the purpose and transparency of personal data processing operations.

Thus, the information contained in this text seeks to convey in a clear, unequivocal way, the content of the data protection and privacy policy, data which will be processed in compliance with the terms of the current Data Protection and Privacy Policy (henceforth referred to as RGPD) and defined by the content of the commercial relationship to be established between the data subject and PROZIS.

### **2.2. Types of personal data processed**

In general terms, personal data will be gathered in three situations directly resulting from PROZIS' line of business:

#### **2.2.1. User registration: PROZIS customer account creation and purpose of data processing**

A personal area is made available for the customer to enter the data needed for his or her identification so as to create a customer account. The first purchase will depend on the additional personal data being supplied, since they are essential for his or her identification as a customer and respective delivery of goods.

Any mandatory fields in the forms available for these registration stages are marked with an asterisk (\*).

PROZIS commits to protecting customer data and never make them available to a third party without the knowledge or consent of the subject, as required by law.

When processing a customer order, it is possible that certain personal data – such as address and postal code – are disclosed to third parties for the sole purpose of preventing and detecting fraud, and always after being required to do so by the competent authorities.

Also, when purchasing on the website, delivery address and payment details will be requested so as to guarantee the best possible efficiency and deadline compliance.

Supplied data will be stored only for as long as strictly necessary, which is usually while the customer has an active customer account. For this reason, as soon as the customer sets the customer account cancellation process in motion, his or her personal data will be permanently deleted, except for data needed to meet legal obligations, which will be stored in a specific database and for only as long as absolutely necessary. Should the customer wish to place a new order on the website, s/he will need to register again, being subject to the terms and conditions in effect at that time.

We can also gather other information regarding customers' website experience, which we will do only after confirming the subject is aware of and, if necessary, has given specific consent for such, and with the exclusive purpose of improving customer service. For assessment and certification of quality of service and response efficiency, PROZIS shares data with entities specialised in that field, namely eKomi Ltd., Trustpilot and Trustedshop. Completing customer registration will trigger a registration confirmation that will be sent to the e-mail address associated to the customer account by the customer, and which will include a link to the present text.

In terms of **customer data update**, whenever the customer wishes to check the data supplied to PROZIS, s/he can do so by accessing his or her PROZIS account. The customer is required to keep his or her account access information secure since any and all action taken, or request made, from his or her account will be the sole responsibility of the customer, provided that the customer identity validation procedures described below have been performed.

We advise the customer not to store his or her password in the browser, since anyone else who has access to his or her computer will be able to access his or her personal data.

For what purpose are gathered data used?

Customer data are processed to perform actions such as order processing, notification of possible changes to website functionalities, surveys and interaction assessment for statistical purposes.

We can also send product and service information, campaigns, promotions and special offers by e-mail from time to time. Should the customer not wish to be contacted for said purposes, s/he can cancel his or her newsletter subscription by opting out in the Manage Permissions tab of the account data area or by clicking the link made available for that specific purpose.

### **2.2.2. Customer contact with PROZIS**

Whenever the customer, of his or her own initiative, contacts PROZIS to obtain information regarding products, the purchase process, order status or to report any website-related situation, PROZIS may need to gather additional personal data for several purposes, which will be specifically transmitted but that can generally fit the following situations:

i) confirming **customer identity** and reason for contact.

PROZIS has implemented additional measures to confirm the identity of the person in cases where s/he is contacting us by phone, as a way of guaranteeing we are indeed contacting the account data subject.

Thus, from May 25th, 2018 onwards, the operator will only proceed with the call once s/he has transmitted, in a clear, objective way, the purpose and conditions of validating a customer's identity and after receiving from said customer the intention of proceeding with the contact under such conditions.

With this in mind, and as an example, the operator will ask permission to access the shopping history of the last 6 (six) months and will only do so should the customer be asked to specify one or more products purchased in previous orders.

As an alternative, and after describing this identity validation mechanism, an alphanumeric validation code may be sent to the mobile phone or e-mail address registered to the customer account, which should then be conveyed

to the operator at the beginning of the call.

Once the customer's identity has been validated, the operator will ask some key questions based on the reason for contact so as to have a better context of the situation and possibly forward it to another Customer Service employee that specialises in said subject.

A possible recording of the phone call for service quality assessment will depend on previous and express consent from the customer.

Every time there is a contact between the customer and the Customer Service team, and once the situation that determined said contact is deemed to be resolved, the customer will receive an e-mail confirming the complaint/request status update. Any personal data that is part of the process of the initial contact will be kept for 30 months, after which they will be permanently deleted. For statistical purposes, if the customer consents to it, his or her customer service satisfaction level will be registered. This does not mean any personal data will be saved – only the assessment level, anonymously.

### **2.2.3. PROZIS' contact with the customer**

PROZIS may need to contact the customer regarding a specific order so as to:

i) confirm or correct any personal data necessary to complete the delivery process (e.g. delivery address). In these cases, the mobile phone number registered in the customer file will be contacted and, once the call has been placed, the operator will confirm the identity of the speaker following the procedure described in 2.2.2./i above, if necessary. ii) inform the customer that a message has been sent to his or her account message box due to one or more articles in the order being out of stock and that as an alternative to the unavailable products there can be a full refund or a replacement of the items for similar products, as mentioned in article 1.4 of the General Conditions of Sale.

### **2.2.4. Cookies and other Marketing tools**

#### **2.2.4.1. Cookie classification and description**

##### **As to type:**

**Essential** – they allow for website browsing and functionality use. Without these cookies, requests cannot be processed.

**Functionality or performance** - they gather information regarding the way the user uses the website, aiming to improve the latter's functionality. PROZIS is then therefore able to understand which products and promotions are more suitable to the interests and needs of the customer by: drawing up statistics according to non-individual customer behaviour and his or her use of the website; measuring advertising campaign effectiveness; introducing browsing improvements, etc. so as to improve the website's performance and response effectiveness. For this reason, authorised third-party performance cookies are also used with the purposes outlined herein.

**Analytical** - used anonymously for statistical purposes and to improve website operation, without ever gathering personal information. They allow highlighting articles that may be of interest to customers or visitors, monitoring website performance, determining the most effective way of connecting pages or even understanding why some pages are receiving error messages.

##### **As to validity:**

**Permanent** - they are stored in the customer's computer or device, between browser sessions, so as to keep definitions or preferences and improve website use on the next visit. Some of these cookies are supplied by authorised third parties and are limited to the following: presenting campaigns and products that may be of interest to the customer; retargeting (advertising of PROZIS products on partner websites or social media without storing personal data or user profiles, meaning they do not disclose any personal data to third parties, since the advertising is completely anonymous).

**Session** – limited to each user login, which means they expire after logging out from the browser. Their purpose may be to show products previously added to your shopping cart, identifying problems and ensuring a better browsing experience. Some session cookies can also be a guarantee of reinforced security.

### **Cookies used by the Prozis website:**

#### **Strictly necessary**

| Cookie name | Purpose                                                                            |
|-------------|------------------------------------------------------------------------------------|
| Przsid      | This cookie is a "session cookie" and allows us to know who you are between pages. |
| _am         | Used to check if you're browsing our website's desktop or mobile version.          |

#### Other cookies

| Cookie name                                                                           | Purpose                                                                                                                                                                                                  |
|---------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| _sl                                                                                   | Cookie to save current store and language.                                                                                                                                                               |
| _rm                                                                                   | This cookie is created when you select the "remember me" option at login. No personal information, like username or password, is stored here. It is deleted when you explicitly log out of your account. |
| _gvawy                                                                                | Cookie to display/hide pop-ups about giveaways or contests.                                                                                                                                              |
| __redir, __rrid, __rridul, __clkid, __sid_ot, __usrid_ot, __vh_ot, __cph_ot, __rfa_ot | Cookies to anonymously track visits and page views.                                                                                                                                                      |
| nws_ck                                                                                | Cookie to display or hide the sticky top bar.                                                                                                                                                            |
| selected_elem                                                                         | Cookie to save data about actions that require login (triggering them after login).                                                                                                                      |
| BIGipServer                                                                           | Cookies starting with "BIGipServer" (BIG-IP persistence cookie) are used to improve performance and security on the website.                                                                             |
| incap_ses_, visid_incap_                                                              | Cookies starting with "incap_ses_" or "visid_incap_" are used to improve performance and security on the website.                                                                                        |

#### Third party cookies

#### Google Analytics

| Cookie name | Purpose                                                                                                                                                                                                       |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| _ga         | Used to distinguish users.                                                                                                                                                                                    |
| _gat        | Used to throttle request rate.                                                                                                                                                                                |
| __utma      | Used to distinguish users and sessions. The cookie is created when the javascript library executes and no previous "__utma" cookie exists. The cookie is updated every time data is sent to Google Analytics. |
| __utmb      | Used to determine new sessions/visits. The cookie is created when the javascript library executes and no previous "__utmb" cookie exists. The cookie is updated every time data is sent to Google Analytics.  |
| __utmc      | Not used. This cookie used to operate in conjunction with the "__utmb" cookie to determine whether the user was in a new session/visit.                                                                       |
| __utmz      | Stores the traffic source or campaign that explains how the user reached our site. The cookie is created when the javascript library is executed, and is updated every time data is sent to Google Analytics. |

#### Youtube

| Cookie name | Purpose |
|-------------|---------|
|-------------|---------|

SID, LOGIN\_INFO, PREF, SSID, HSID, VISITOR\_INFO1\_LIVE

These cookies are used by Youtube to store user preferences and some contain enough information for tracking.

#### Add This

| Cookie name      | Purpose                                                                                              |
|------------------|------------------------------------------------------------------------------------------------------|
| Uid              | Uniquely assigned machine-generated user ID                                                          |
| di/dt            | Maintenance cookies that help manage expiration for other cookies                                    |
| Bt               | User interest modelling                                                                              |
| Uvc              | Measures how often an AddThis user is seen                                                           |
| ssc/psc/uvc      | These cookies are used to recording the user's sharing and social activity                           |
| Loc              | Geolocation, used to help publishers know approximately where people sharing information are located |
| __atuvc, __atuvs | Created and read by AddThis JavaScript for sharing pages on social networks                          |

#### Globalsign.com

| Cookie name | Purpose                                                                                                                                                 |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| __cfduid    | Used to override any security restrictions based on the IP address the visitor is coming from. It does not contain any user identification information. |

#### 2.2.4.2. Activating and deactivating cookies and other similar technologies

Newsletters and other communications may contain information to indicate if they have been opened and check if enclosed links have been clicked on, for statistical purposes. However, the customer can always cancel the newsletter and e-mail communications by selecting the option mentioned in the received communications.

Furthermore, the customer will be able to manage the use of cookies and other similar technologies in the browser's Help menu. Such as mentioned in the message on top of this page, access to the PROZIS online store depends on the use of cookies, meaning that deactivating them may condition website browsing.

For more information, please check the information made available in each browser or articles containing specific information on this subject (e.g. <http://www.allaboutcookies.org>).

#### 2.2.4.3. Personalised communications for product promotion

Depending on whether the customer chooses the standard or the custom experience, PROZIS may or may not send e-mails, in the form of notifications or newsletters, through which it performs general or customer-oriented promotional campaigns. On both cases, said communications only happen after confirming the customer has expressly and unequivocally consented and that s/he has been informed of his or her right to cancel permissions granted for such purposes at any time. The customer can check permissions granted in the scope of personal data processing in the "Manage Permissions" tab of his or her account.

Personal data processing for personal communications is handled in strict compliance with the GDPR both by PROZIS employees and by third parties to which the abovementioned data is disclosed for purposes of performing services necessary for launching promotional campaigns.

#### 2.2.4.4. Redirection

Some website hyperlinks will redirect the customer to PROZIS-partner external websites. By clicking on those hyperlinks, you will be leaving the PROZIS website. As it's not possible to control those websites, PROZIS will not be liable for any content made available there.

### 2.3. Processing Security

PROZIS uses one of the safest online order systems and is constantly improving its software so as to offer the best possible security to its customers. It uses a server certificate, also known as a digital certificate, to keep



customers' identity safe, as well as SSL (Secure Sockets Layer) encryption of transmitted data.

## **2.4. Limitation of Purpose, Access and Retention**

PROZIS commits to using its customers' and visitors' personal data for purposes strictly necessary to pursuing its activity, with limitations resulting from the scope of said activity or range of consent expressly given by data subjects. This means that data will not be conveyed to a third party without the knowledge and/or authorisation of data subjects in the cases where PROZIS is thus legally bound.

As such, PROZIS ensures that its employees only access said data as needed to perform a given action. Employees are identified and monitored according to functions and tasks assigned to them in the scope of their contractual relationship.

## **2.5. Data Subject Rights**

### **2.5.1. Right to Information and Right of Access to Personal Data**

Customers have the right to request information about stored personal data at any time regarding category, origin and recipient(s), data retention period, processing purposes, identification of the data controller, data protection officer and respective contacts.

Where requests from a data subject are manifestly unfounded or excessive, PROZIS may charge a fee of EUR 100/hour (one hundred euros) to process the request. This fee must be paid within 5 (five) working days after receiving payment instructions. The instructions shall be sent in writing to the e-mail address provided by the data subject and/or via SMS to the mobile phone number registered to your user account or specified in the relevant information request.

### **2.5.2. Right to rectification and erasure of personal data**

To exercise his or her right to rectify data, the customer must send their request identifying the data to be modified and its new enunciation by e-mail to [dpo@prozis.com](mailto:dpo@prozis.com), or by registered letter sent to the data processing controller: Prozis.com, S.A., Zona Franca Industrial, Plataforma 28, Pav. K, Mod. 6, Caniçal, 9200-047 Machico, Portugal. The same process must be followed if the customer wishes to exercise their right to erasure of personal data. In both cases, the customer will receive confirmation, via the same channel, that their request was answered as requested.

### **2.5.3. Right to object and withdrawal of prior consent**

To strengthen the principle of transparency in the processing of personal data and customer communications, PROZIS allows the customer to modify the data processing permissions granted for each of the indicated purposes at any time. Through the opt-in and opt-out features made available for the activation and deactivation of granted permissions — the "Manage Permissions" tab of the customer's personal account — the customer may modify or withdraw previous consents, namely those provided for the purpose of receiving advertising campaigns, newsletters and other individualised communications aimed at optimising the PROZIS-customer relationship or the custom experience.

As a way of guaranteeing the right to withdraw consent and to limit the processing time of personal data, PROZIS provides the customer with access to his or her permission management actions in the "Manage Permissions" tab of his or her personal area, under the option "Permission History".

## **2.6. Changes to Contact and Privacy Policy**

2.6.1. Any changes made to this Data Protection and Privacy Policy shall be posted on the PROZIS website, and all previous versions shall be available here.

2.6.2. According to the RGPD, the retail company Prozis.com, S.A., legal person number 506806693, with headquarters in Zona Franca Industrial, Plataforma 28, Pavilhão K, Modelo 6, Caniçal, 9200-047 Machico, Portugal, is the Personal Data Processing Controller.

2.6.3. Irregularities, non-compliances and any security restrictions to personal data processing must be immediately conveyed to PROZIS' Personal Data Processor by sending an e-mail to [dpo@prozis.com](mailto:dpo@prozis.com).