

# Termini e condizioni

## General Terms and Conditions of Use

Access to and navigation on this site are subject to these General Terms and Conditions and also to the Privacy and Data Protection Policy presented by the company PROZIS.COM (CY) LIMITED, company number HE 449966 and tax number 600194551, hereinafter referred to as PROZIS®, by reference to the corporate group it belongs to.

### Introduction

Sales made through the [www.prozis.com/ch](http://www.prozis.com/ch) online store presuppose customer acceptance 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. Whenever a new version or update of this text is published, the customer will be asked to accept the revised or new wording of this text. PROZIS cannot 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 to comply with legal obligations.

### Concepts and Definitions

**Customer** - any natural person at least 18 years of age 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 upon customer account creation.

**Cookie** - small data file sent to the customer's electronic device, and 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 to 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, they will not be able to use this website.

**Personal data** - information relating to an identified or identifiable natural person ("data subject"), who is directly or indirectly identifiable by reference to an identifier (e.g., name, identification number, email 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 view the contents of this website for their personal use only. Publication, manipulation, distribution, or reproduction, in any format, of any content made available on this website, is forbidden, as 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 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. 507107381, a company that is part of the same business group as the controller, acting under a service agreement entered into with PROZIS for that specific purpose.

**Pseudonymization** - the processing of personal data is, whenever possible, handled in such a way 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](http://www.prozis.com), titled and operated by the company PROZIS.COM, S.A. to promote and sell the products of that online store. Safety and operationalization of the site in terms of the computerized processing of orders are provided by the company PROZIS.TECH, S.A., tax no. 504276638. The logistic management of the sales is provided by the company VERYFEX, S.A., tax no. 509838057. The financial management of the operations is provided by the company PROZIS.GROUP, S.A., tax no. 509423272. The necessary service contracts have been established with each of the said companies, which belong to the same

business group of the controller, 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, which is the address to which the consumer must address any 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 purchase from 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 concerning the processing and free movement of personal data, including 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 once a customer account has been created and/or the customer has logged in to the online store. Following this, the various steps of the ordering process should be followed, allowing for the registration of said purchase. The customer can also find several sub-headings with complementary information on a menu accessible by clicking on Help, for complete transparency of the contractual relationship established with Prozis. In addition, and at any time before completing the purchase process, the customer may contact Customer Service for further clarification, or go back to previous stages of the purchase process.

**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 payment deadline, which will be indicated in the selected payment method. Once this deadline expires, and if payment has not yet been confirmed, the order will be cancelled. Some payment methods allow for the storage of information necessary for payment. However, if so, no customer personal data will be stored, meaning any data management should be handled directly with the service provider. Exceptions should be made for situations where the service provider allows personal data management to be handled directly on our website. In this case, whenever in compliance with the applicable legal provisions, any provider instructions will be followed, especially when it comes to the protection of personal data. In either case, no payment information provided by the customer will be stored unless the customer has previously agreed to it and given their express consent.

PROZIS offers several payment methods for purchases made through the online store, which are subject to the conditions of use set by each of the payment service providers. For that reason, PROZIS cannot be held responsible for any additional cost charged by those entities.

**Credit card** The customer can make the payment using a credit card, therefore benefiting from the liquidity and payment conditions offered by their bank.

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 the 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 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 confirms 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 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, the required details of the credit card must be entered, including the credit card number, expiration date, and the respective security code, after which the customer must click the "I validate my payment" button.

If payment is declined, a message will be sent to the customer with the indication of the detected error. In such an event, a new payment attempt is recommended; if the problem persists, contacting the respective bank or the credit card issuing entity for further information is recommended. Once paid, the amount will be debited from the customer's credit card account. If for any reason, there is the need to cancel the order, fully or partly, the amount will be refunded, under normal circumstances, within five working days. Predictably, it will be displayed in the customer's card statement within three business days from the transaction date. **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.

**Order Cancellation** The customer can only cancel the order before its respective payment and processing. If that should be the case, cancellation should be requested by choosing the "Orders" option, available in the customer's personal area. To do so, the customer must select the order they intend to cancel and click on the "Cancellation Order" button. Once the order has been canceled, a message requesting confirmation will be displayed. Please note: 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, followed by the "Track Order" option. Either way, the customer will be provided with all information about the order, including the abovementioned hyperlink. 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 to be updated on the carrier's website from shipment receipt confirmation without liability to PROZIS. Orders are delivered from Monday to Friday, except for local or public holidays, at the address indicated by the customer when placing the orders.

### Delivery Services

PROZIS provides regular delivery services, which are subject to the carriers' own procedures, 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 a third person acting on their behalf). PROZIS cannot be held responsible for any modification of 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. Thus, the available shipping options may depend on the sort of products to be delivered, the destination address, the shipping method, or even on the time of payment method validation. The expected delivery time, as well as other possible constraints or relevant notes in force at the time of the conclusion of the purchasing process, will be noted as an informative remark displayed on the Shipping Methods tab. **Warning:** the delivery times are merely indicative and will only be applicable whenever no physical or structural constraints are verified (e.g., incorrect address or force majeure events as strikes, missed connections, extreme weather events, etc.)

The customer may receive the order at an address of their choice (except for PO Boxes). To do so, the customer only needs to provide the address where they will be between 9 am and 7 pm of the day scheduled for delivery. A courier from the chosen transport service will attempt to deliver to the address indicated. **Please note:** It is not possible to choose a specific delivery time as it is conditioned by the courier route on the day of delivery, which is exclusively set by the transport service. Indicating an incorrect or incomplete delivery address may result in the order being returned to PROZIS and may lead to additional costs for the customer. As such, 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 has been placed, changing the delivery address or the provided billing data is no longer possible.

**Warning:** in any case, due to carriers' organization and distribution procedures, the identification data of the recipient will be printed on the label to be placed outside the transport box. Since this is considered personal information, it is advisable to destroy or erase such data after receipt of the order to prevent them from being obtained by third parties after the disposal of the packaging at recycling points.

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

- actual or volumetric weight (whichever is higher)
- total order amount
- product range
- delivery address, namely the costs arising from customs duties and border control
- carriers' pricing fees, which are subject to regular updates

Shipping costs are automatically updated as the products are added to the shopping cart.

**Reimbursement of shipping costs** The reimbursement of shipping costs may take place whenever the following occurs: **i)** Failure to deliver the order for reasons attributable to PROZIS or the carrier: the customer will be fully reimbursed for any amount paid as delivery costs. A PROZIS' Customer Care Service returns and refunds employee will contact the customer to confirm the right to reimbursement and to provide any further clarification on this matter.

**ii)** Error in the shipped product(s) or shipment of defective product(s): The customer will be reimbursed in full for any amount 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.

**Procedures applicable to incidences** If 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. 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 date, 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 a complaint may be sent to the carrier as a supporting document of the incident created based on the non-delivery. If the delivery problem was caused by an incorrect or incomplete address, the customer may be asked to provide proof of address, which is to be attached to the respective claim.

## 1.3. Return and Exchange Procedure

### Returns

In addition to the conditions specifically mentioned 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 items must be returned. For that reason, all the products must comply with the abovementioned return conditions. As per products set in packs, only the return of the full pack will be accepted. 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 return conditions. The item(s) must 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. The following will not be accepted either: the return of product offers or of products that have been obtained through ProzisPoints; the return of products with a shelf-life of less than one month; the return of underwear, swimwear, personal care products and any other articles whose use implies coming or which come into direct contact with the skin. Due to their nature, the return of Prozis Gift Cards will not be accepted either. Thus, PROZIS reserves the right to assess the condition of the packaging of the products, deciding whether or not to accept the return of the items if it is found that their respective packaging is not intact. **Please note:** the lack of any of the requirements deemed necessary for the product to be returned to stock for sale, namely a respective instruction manual, in its original condition, will entail the immediate classification of the product as incomplete and, consequently, non-returnable.

Every single product to be returned must, for that reason, be shipped according to the abovementioned conditions—the carrier's label must be attached to the original transport packaging box or an alternative box chosen by the customer, which must ensure proper product packaging conditions. In this case, the alternative box will be destroyed as soon as the product is confirmed to be 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 expense. Collection must be carried out by a carrier appointed by the customer as the collection by individuals, even the customer, is not permitted.

If any item is not received under the abovementioned conditions or with a shipping label attached directly to the packaging, 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 expense. Collection must be carried out by a carrier appointed by the customer as the collection by individuals, even the customer, is not permitted.

**Please note:** The customer will be held responsible for any costs arising from failure to respond to any notice, or request for information, by customs, tax agencies, or any other authority, resulting on the return of the order. In

such case, Prozis reserves the right to deduct those costs from any amount the customer may be entitled to receive as a refund for the price paid for any product deemed suitable for sale.

**Exchanges** For the product(s) to be exchanged, the customer must return the item(s), request a refund, and make a new purchase. The entire return procedure is properly described in the item **Returns** regarding the determination of the conditions necessary for the products to be accepted for exchange.

**Warning:** PROZIS reserves the right to accept the return of clothing products for a future exchange if the customer, at their own expense, returns the product to the warehouse identified above and it is received according to the terms described in the item Returns above, namely regarding its conservation status. In that case, and if the product is considered suitable for re-entry into stock, a coupon will be issued; said coupon must be applied in a future order and follow the conditions of use of such coupons provided in the Coupons tab. If the returned product doesn't comply with the conditions described above, the customer will be sent a message stating the non-acceptance of the return with an indication of the period made available for the warehouse collection of the product originally sent.

## **Refund Methods**

PROZIS will endeavor to reimburse the customer promptly even though it has 15 days to do so 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 and should be featured on the following bank statement. The customer may also 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.

**Returning Costs** Upon notification for that purpose and the confirmation that an error has occurred or that defective products have been sent to the customer, PROZIS will bear the returning costs of the said items and will collect them at their delivery address. Customer Service will contact the customer to arrange this collection and for any required clarification.

## **1.4. Product Information**

All the procedures deemed necessary to ensure that every product detail, description, and price presented on the website 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. If an order containing such products has been placed, the Customer Support team will contact the customer to inform them 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
- fraudulent order

Assuming that the product may be subject to constraints or obstacles to marketing in the country of the delivery address at any time, the customer must ensure that the purchased product complies with the legislation applicable in that territory, regardless of the possibility of customs or border control. When detected in time, any restriction on product marketing will imply its removal from stock.

All products, campaigns, promotions, and offers are limited to the effective available stock and/or limited units determined for each campaign. - If the order contains one or more products that are part of a package, after confirmation with the customer, the package will be removed from the order entirely. - If the order is paid by Credit Card and contains a product for which there is no longer physical stock, the out-of-stock product will be removed from the order, and the remaining products will be shipped so as not to delay the delivery process. Similarly, should the order contain a pack, the latter will be fully removed. The refund will promptly be processed to the original payment method, as described above, and the customer will be contacted by the Customer Support team to communicate order changes and confirm that the refund procedure 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 acquired with ProzisPoints, that product will be removed 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 ProzisPoints refund.

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 typo in the creation of the order at any of

its stages, and is associated with logistical issues. The same prerogative will take place as a result of the acknowledgment or the imposition, by any competent authority, of any restriction or restraint on the sale of the products. To avoid the latter situation, customers are advised to check, as far as possible, that the product concerned complies with the regulations applicable in the destination country.

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 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 time, availability, and compliance with the legal provisions applicable at the time of purchase.

Purchasing a PROZIS Gift Card is conditioned to the prior acceptance of the conditions of use described in the respective description sheet, meaning it cannot be purchased through the exclusive application of one or more coupons accumulated for and in previous purchases. PROZIS Gift Cards are valid for 12 (twelve) months from the date of purchase, regardless of whether their activation code has been immediately conveyed to the recipient. Given the nature of this product, and as indicated above, PROZIS Gift Cards are also not exchangeable or returnable as they are intended for use by a third party. The use of PROZIS Gift Cards can be combined with other promotional codes, as well as with others PROZIS Gift Cards provided that all Cards are within their validity period. Should the amount of the order exceed the balance of the PROZIS Gift Card(s), the remaining amount can be paid by any of the available payment methods.

## **Additional Information**

Products, information, services, and other content provided on or through this page, including but not limited to any products, information, emails, services, and other content offered by any hyperlink, are provided for information purposes only and in a summarized or aggregated way. This information is not intended to be considered as a substitute for advice from the customer's physician or other healthcare professional or for any information contained in the accompanying leaflet or packaging of any product. Before purchasing or using any product, information, or service offered on or through this page, including but not limited to any product, information, or service offered by any hyperlink, the customer should contact their doctor or pharmacist. Customers should not use the information provided on this page to diagnose or treat any health problem or to prescribe any medication or other treatment. Customers should always consult a 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 training program 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 them, 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 it cannot be held liable for the content, legality, decency, or accuracy of any information and of any products or services presented on any hyperlink or any page with a hyperlink to it.

## **1.5. Warranty**

Since access to contracted goods and services and the assurance of their correct functioning is one of the fundamental consumer rights, PROZIS will guarantee the quality of its products for 24 months from the date of purchase (except in the case of perishable goods), offering its customers, in cases where it is shown to be legitimate, one of the solutions below, which the customer may claim:

- Compensation for the loss in value, equivalent to a reduction in the price of the product
- Exchange of the product for an identical one
- Repair of the damaged product, ensuring its proper functioning and/or final quality
- Exchange of the product for a similar one in terms of characteristics and purpose, provided that this has been agreed with the customer
- Cancellation of the contract and subsequent reimbursement, if none of these options applies to the circumstances

Warranty claim rights must always be exercised by submitting the request to Customer Service and returning the damaged or unsuitable item(s) to PROZIS. The Customer Service department will inspect the article to confirm the customer's effective right to the warranty claim, 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 within the expected levels declared by the manufacturer

- Inability to prove malfunction or defect
- 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. In cases where a warranty claim is exercised, PROZIS will repair, refund, or replace the item as soon as possible, within 30 days of the warranty claim confirmation sent to the customer. Refund of any amount paid will be made to the same payment method used on the purchase of the product unless otherwise agreed with the customer. If the order featuring a defective product includes a pack or batch of products and only one or some of them were defective, the termination of the contract may only proceed concerning the defective items, unless otherwise agreed by both parties. The termination may, however, be extended to the non-defective items, at PROZIS' sole discretion, if a substantial prejudice arises from the partial termination. If the customer has received a defective or damaged product, or if the product received is different from the one that the customer has ordered, a short video must be attached to the complaint or, as appropriate, photographs where the problem detected or the condition of the cardboard delivery box must be visible. The customer must also retain, until further notice from the Customer Service department, not only the defective, damaged, or non-compliant product but also the respective delivery cardboard box. If at the time of delivery of the order, the external appearance of the cardboard box is not in perfect condition, the customer must reject the delivery under the penalty of non-acceptance of the complaint. These provisions are without prejudice to any consumer rights arising directly from any law in force. **Please note:** If a product shipping coupon for a future order is to be sent to the customer as a result of the positive assessment of a complaint, that coupon must be used within its expiration date stated to prevent a stockout situation.

## 1.6. Suggestions

The customer's opinion is very important to PROZIS as it allows the improvement in the services provided. Thus, if for any reason customers are not satisfied with services or any of the purchased products, or even if they have any suggestions, PROZIS would appreciate being informed, preferably by a message to Customer Service.

## 1.7 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 I can earn with each product?** You can see the number of ProzisPoints associated with each product on the product page. The number of points is on the right side of the image, next to the price.

**What are ProzisPoints for?** ProzisPoints earned with each purchase will be accumulated in the customer's account to be used on future orders; the customer does not have to use them on the following purchase.

**How can I exchange my ProzisPoints for offers?** After placing items in the Shopping Cart and proceeding to the "Finalize Order" stage, a page will be displayed informing the customer of the total number of ProzisPoints available in their account. On this page (Stage 1 "Offers"), the customer may choose to spend their ProzisPoints on that order or save them for the next order by selecting the respective 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". There is a limit of 12000 convertible ProzisPoints per order. After selecting the desired offers, the customer must click on "NEXT STEP" in the bottom right corner of the page.

**Do ProzisPoints have an expiration date?** Yes, ProzisPoints are valid for 12 months from the date of order completion.

**How can I confirm that products acquired with ProzisPoints will be shipped with the rest of my order?** When checking the products in the Shopping Cart in Stage 4 "Confirmation", the offers obtained by converting ProzisPoints will be marked "FREE", and will, therefore, be shipped 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 will be displayed indicating how many ProzisPoints have been exchanged for offers and how many ProzisPoints are available for subsequent orders. 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 whatever offer they want. A subsequent ProzisPoints exchange will always require the purchase of at least one product.

**How can I earn more ProzisPoints?** Customers can earn more ProzisPoints by commenting on the products they've previously purchased from the online store. For this purpose, the customer must write a brief comment about the product, its features, or its quality, and then select the option "Send", which will represent their explicit, informed, and current consent to the possible publication of said comment. Thus, if the comment follows the

internal guidelines established, it will be approved and published on the website. The customer will receive 15 ProzisPoints for each approved comment

**How much is a ProzisPoint worth?** Each ProzisPoint is worth CHF 0.01.

**Where can I find more detailed information about my ProzisPoints?** You can view your accumulated ProzisPoints and usage history in your PROZIS account. For that purpose, the customer must log in using their login details, go to their personal area, and access their history on the "ProzisPoints" tab. On that page, the customer can check which products have been obtained with ProzisPoints, how many ProzisPoints they have earned with each product and quantity ordered, as well as the total amount of ProzisPoints available and currently being processed.

**What does having ProzisPoints "in process" mean?** The meaning varies depending on the payment method selected. If the customer chose to pay through cash on delivery, having ProzisPoints "in process" means that the delivery of the order where those ProzisPoints have been earned has not yet been confirmed by the shipping company. ProzisPoints will be available in the customer account as soon as the shipping agent confirms the delivery of the order and as soon as the order status changes to "Delivered". If the customer has chosen another payment method, having ProzisPoints "in process" means that the order where ProzisPoints have been earned has not yet been shipped and invoiced. The ProzisPoints will become available in the customer account as soon as the order status changes to "Sent".

**The products I acquired with ProzisPoints were not included in the order. What happened?** If the customer removes one or more products from the Shopping Cart after having selected products to be acquired in exchange for ProzisPoints, these products will also be removed and the respective ProzisPoints will be refunded. If the selected products have not been included in the order, the customer should check their ProzisPoints history to see if ProzisPoints have been deducted. If they have not, the products may not have 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 products on a particular order are not displayed in the ProzisPoints history. What happened?** This can happen for one of the following reasons:

- The order has been canceled: ProzisPoints used and accumulated in that order have been canceled and are therefore no longer displayed in ProzisPoints history.
- The order has been returned to PROZIS: ProzisPoints used and accumulated in that order were canceled as soon as the order was returned to the warehouse and are therefore no longer displayed in ProzisPoints history.
- The customer has returned one or more products purchased in that order: once the order return has been processed, ProzisPoints earned for those products have been withdrawn and are therefore no longer displayed in ProzisPoints history.
- The customer has received one or more damaged products: once the complaint has been validated by Customer Service, ProzisPoints earned on purchased products and/or exchanged for products have been withdrawn and are therefore no longer displayed in ProzisPoints history.
- The customer has not received one or more products from the order: once the complaint has been validated by Customer Service, ProzisPoints earned on purchased products and/or exchanged for products have been withdrawn and are therefore no longer displayed 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 products in a subsequent order: ProzisPoints earned on any returned order are withdrawn once that order is received. The ProzisPoints balance is updated as soon as the return process is complete. Therefore, if the customer places a new order and uses ProzisPoints earned on the returned order, the balance will become negative.
- An order has been fully or partially returned, and the customer has used part or all the ProzisPoints earned on that purchase for product(s) in that same order: the ProzisPoints earned on the purchase of a product are withdrawn once the item is returned to our premises. Therefore, if a customer exchanges ProzisPoints earned with said purchase for products and subsequently decides to return the purchased products, the ProzisPoints balance will become negative.

**Can I exchange or return products obtained with ProzisPoints?** PROZIS does not accept the exchange or return of products obtained with ProzisPoints.

**Can I use all my ProzisPoints in a single order?** Only a maximum of 12000 ProzisPoints obtained on previous purchases can be used per order.

## 1.8 Loyalty program



1.8.1. Prozis has designed the Golden Club plan, aimed at selected customers, which allows them to purchase products included in a list, drawn up by Prozis, at a special price of 10% of their retail sale price, by subscribing to a loyalty program.

1.8.2. The loyalty plan entails the payment of 12 equal and successive monthly installments, variable according to the product purchased, starting on the month following the purchase, through automatic debit from the customer's credit card.

1.8.3. Monthly installments will be 100% converted into store credit for purchases at the [www.prozis.com](http://www.prozis.com) online store, according to the following:

- Each monthly payment will generate a coupon, which can be used by the customer over a maximum period of 90 days, after which the coupon will expire, and the credit will be lost.
- The coupons of the plan are cumulative with each other but not with other promotional coupons.

1.8.4. The customer may make several purchases under the Golden Club plan, with the limit being freely established by Prozis. 1.8.5. In the event of non-compliance with the loyalty program, Prozis will charge the full price of the product(s) that gave rise to the subscription to the Golden Club plan. Non-compliance with the purchase conditions of one product will mean non-compliance with the conditions of all the purchases with ongoing payment.

1.8.6. By purchasing a product under the plan referred to in the previous item, the customer agrees to automatically subscribe to the Golden Club loyalty program, only being able to add products to the shopping cart as part of this program after having read and accepted the respective subscription conditions, followed by clicking on the option "Buy only for (...) and start a Golden Club subscription".

1.8.7. For each product purchased with the Golden Club program, either within the same or in different orders, a subscription ID code will be created, so that each subscription will be treated separately, even if the charging of the respective monthly fees is done jointly.

1.8.8. These terms and conditions are part of the remaining terms and conditions, to which the customer declares to also adhere.

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

### **2.1. Introduction**

Browsing the PROZIS website and customer registration on the online store requires the acknowledgment and acceptance of this Privacy and Data Protection Policy. PROZIS maintains a constant concern for the protection of the privacy of personal data and 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 are constantly being implemented, both in terms of verifying the legitimacy of the use of the personal data processed and 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 the personal data processed under the terms of this Privacy and Data Protection Policy and delimited by the content of the business relationship to be established between the data subject and PROZIS.

### **2.2. Personal data collected**

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

**2.2.1. User registration: PROZIS customer account creation and data processing purposes** To create and

manage the customer account, a personal area (Account Data) is provided on which the customer must enter the data necessary for their identification as a customer. For this reason, at the latest when placing the first order, the customer must provide the personal data considered necessary for a successful 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. 509423272; PROZIS.TECH, S.A., tax no. 504276638, PROZIS.COMMERCIAL, S.A., tax no. 507107381 and VERYFEX, S.A., tax no. 509838057, that provide the supporting services of sale and distribution of the online store products, as well as with every single company that renders supporting services for the operationalization of the functionalities and applications that customers intend to use.

Besides that, when purchasing on the site, customers will also be asked for their shipping address and payment details 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 using the most adequate safety measures.

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 for such data.

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

For the effectiveness of any 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 provided data 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 that purpose and only for the necessary time. Likewise, on an exclusive database, data regarding the transactions made by Credit Card will be stored for twelve months. Such storage is made for the sole purpose of allowing future reimbursements due to customers during the said period, counted from the date of issuance of the respective invoice. Therefore, once the account has been deactivated, if the customer wants to place a new order on the site, they must register again, subject to the terms and conditions in force on that same date. **Warning:** If, after the expiry of the twelve months abovementioned, a reimbursement must take place and the account has already been deactivated, the customer must contact Customer Support, providing the new bank details by presenting 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 has associated with the customer account, which will include a hyperlink to this text. Any functionality or platform that PROZIS may own and that the customer intends to use will be conditioned to the acceptance of the respective terms and conditions of use as well as to, whenever necessary, the respective Privacy and Data Protection Policy. All matters not covered by the beforementioned texts will be governed, with the necessary adjustments, by the terms set out in the present document.

Regarding the accuracy of the customer's data and the respective registry, whenever the customer intends to verify the data provided to PROZIS, they may do so on the Account Data tab. Customers should keep their account access

codes secure, as any action or request made through the account will be their responsibility. **Warning:** For security reasons and the protection of personal data, we recommend clients not to save their password in their browser since another person with access to their devices can access their personal information.

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 customer website experience 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.

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, they may unsubscribe from the newsletter by opting-out on the Manage Permissions tab provided in the Account Data area or by clicking on the hyperlink provided in the text of the newsletter made available for that specific purpose.

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

Whenever the customer, on their own initiative, contacts PROZIS to obtain information regarding the products, purchase procedures, the status of the order, or to report any situation related to the site or any services provided, PROZIS may need to collect additional personal data for various purposes, which will be specifically communicated in such case, but which may generally fall under the circumstances of confirming the **customer's identity** and the **purpose of the contact**. To ensure that the contact is being established by the data subject, PROZIS has implemented measures to reinforce the identity of the caller, especially in cases where the contact is done by telephone. Thus, the operator will only proceed with the call after clear and objective communication of the purpose, 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 confirm after requesting permission to access the purchase history of the previous 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 afterward be required by the operator to continue 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 to frame the situation and eventually forward it to the adequate Customer Service operator. The eventual recording of the call for 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 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 using a proper pseudonymization procedure.

### **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 to: **i)** confirm or rectify any 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 in item 2.2.2. above. **ii)** inform the customer that a message has been sent to their 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 established in item 1.4. of the General Conditions of Sale. **iii)** request 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 customer's interests and needs, which will be done through: the elaboration of statistics based on the non-individualized behavior of the customer 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.

Analytics - used anonymously for statistical purposes and to improve 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 customer'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, or 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 They remain in the web browser only for the duration of the session and are deactivated if a period of approximately 20 seconds of inactivity is detected. Regardless of the duration of the session, the user can always deactivate these cookies by managing the respective settings of the browser used.

To check which cookies are active during each browsing session, please consult the cookie declaration available in the side tab.

**2.2.4.2. Enabling and disabling cookies and similar technologies** Newsletters and other communications may, for statistical purposes, contain information that enables the provider to know if they are opened and to verify clicks through hyperlinks within them. However, the customer may always refuse to receive newsletters or email communications through an option specifically provided for such 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, consulting the information provided in each of the browsers or consulting articles with specific information on the subject (e.g. <https://www.allaboutcookies.org/>) is recommended.

### 2.2.4.3. Individualized communications of product and services promotions

Depending on the customer's choice between standard experience or customized 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 will be received only upon confirmation that the customer has expressly and unambiguously given his consent and that they have been informed of their 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 heading. The processing of personal data carried out within the scope of individualized communications is made in strict compliance with the applicable data protection and privacy rules, whether carried

out by PROZIS' employees or by any other company belonging to PROZIS Group, to whom data may be transmitted to perform 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, which are PROZIS partners. 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 their use accordingly to the specific terms laid out 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 to offer the safest possible data processing to its customers and to ensure 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 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 in item 2.5.1. below.

### **2.4. Access and Purpose Limitation**

PROZIS aims 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 its scope 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, which PROZIS is legally bound to obtain. In this sense, PROZIS also ensures its employees are only able to access such data to the extent deemed absolutely necessary to carry out their duties. Those employees are identified and tracked according to the functions and tasks assigned to them and within the framework of the contractual relationship established with 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 deleted as soon as the purpose which has determined the processing fails to exist. For that reason, the storage of personal data must observe the principles of data minimization, purpose limitation, and storage limitation since only the strictly needed data for 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 request information about the stored personal data at any time.

### **2.5.2. Right to Rectification and Right to Erasure of personal data**

To exercise their right to rectification of their personal data, customers must send a request identifying the data to be modified and the up-to-date information via email sent to [dpo@prozis.com](mailto:dpo@prozis.com) or by registered letter sent to: PROZIS.COM, S.A., Zona Franca Industrial, Plataforma 28, Pavilhão K, Modelo 6, Caniçal, 9200-047 Machico, Portugal. The same procedure must be followed if the customer wishes to exercise their right to deletion of personal data. In either case, the customer will receive confirmation, via the same channel used, that their request has been handled as requested.

### **2.5.3. Right to Restriction of processing, to Object and to Withdraw prior consent**

To reinforce 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 (Account Data heading), the customer can modify or revoke the previous consents, namely those given to receive advertising campaigns, newsletters, and other individualized communications including profiling, designed for the PROZIS-customer relationship or the optimization of the customized 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 accessed through a hyperlink made available by PROZIS on the website, or any other platform owned by PROZIS. For that reason, it will apply 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 before this will be made available upon express request of the customer.

2.7.2. 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](mailto:dpo@prozis.com).