Terms & Conditions

General Terms and Conditions of Sale

These are the legal terms and conditions under which Prozis supplies the products listed on the website https://www.prozis.com/uk.

Please read this text carefully before ordering any products from this online store.

If you do not accept these terms and conditions, which include the notice of the Privacy and Data Protection Policy, do not use this site. Access and navigation, whether purchases are made or not, shall be deemed as acceptance of the terms and conditions set below.

General Terms and Conditions of Use

Access to and navigation on this site are subject to these General Terms and Conditions of Use, which are part of the General Terms and Conditions of Sale of the online store https://www.prozis.com/uk, and also to the Privacy and Data Protection Policy, by which the activity of the company PROZIS.COM, S.A., tax no. 506806693, headquartered at Zona Franca Industrial, Plataforma 28, Pavilhão K, Modelo 6, Caniçal, 9200-047 Machico, Portugal, hereinafter referred to as PROZIS, by reference to the trademark it owns, is governed.

Introduction

Purchases made on the online store https://www.prozis.com/uk presuppose the acceptance, by the customer, of the General Conditions of Sale which are established in accordance with legislation applicable to the e-commerce sector in general, as well as with the applicable rules on quality and safety of foodstuff as well as with the rules related to environmental matters.

PROZIS, however, reserves the right to change these General Conditions of Sale without prior notice. New and updated versions of this text shall be published here. Exception made for the mere correction of typographical or clerical errors, the customer will be required to accept the revised or new wording of this text.

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

Concepts and Definitions

Customer - any natural person at a minimum age of 16 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. Purchases made by customers under the age of 18 are deemed as containing only goods suitable to the condition in life of the minor and to their actual requirements at the time of the sale.

For all purposes, a legal person is deemed as identified and individualized by the connection between its trading name, registered office and tax ID number, as indicated at the time of creation of the respective customer account.

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

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

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

etc.).

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

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

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

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

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

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

Customer Service - the support, order management and customer account service of the online store, carried out by PROZIS.commercial, s.a., tax no. 507107381, a company which is part of the same business group as the controller, acting under a service agreement entered into with PROZIs for that specific purpose.

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

Website – internet website www.prozis.com, titled and operated by the company PROZIS.COM, S.A. for the purpose of promoting and selling the products of that online store. The safety and the operationalization of the site and also the computer processing of orders service is provided by the company PROZIS.TECH, S.A., tax no. 504276638. The logistic management of the sales service is provided by the company VERYFEX, S.A., tax no. 509838057. The financial management of the operations service is provided by the company PROZIS.GROUP, S.A., tax no. 509423272. With each of the said companies, which belong to the same business group of the controller, the necessary service contracts, which include the Privacy and Data Protection Policy, have been concluded.

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

Object

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

I - General Conditions of Sale

1.1. Ordering and Purchasing Process

The ordering and purchasing process is only possible after the creation of a customer account and/or the customer's login to the online store, after which the various sequential steps of the process should be followed.

On a side table, accessible via the Help menu, the customer may find several sub-headings with detailed information regarding the main steps and procedures of the purchasing process. At any time before completing the purchasing process, the customer may return to preceding stages. The Customer Care Service may also be contacted for further clarification.

Payment Terms and Methods

Upon completion of the ordering process within the customer's personal account, the purchase will be registered and the customer will have a deadline, indicated in the payment method selected, to proceed to the payment. At the end of that period, if no confirmation of payment is received, the order will be irreversibly cancelled by the system, with no possibility of reactivation. For that reason, a new order should be placed on the same day so to ensure the same conditions as those in force on that day.

Some payment methods allow the storage of the data required to carry out the payment transaction. However, in this context, no personal data of the customer will be stored, which means that the management of the data should be done directly with the service provider. Exception should be made for situations where the payment service provider allows the management of personal data to be done directly on our website; in such case, whenever in compliance with the applicable legal provisions, the indications issued by the provider will be followed, in particular if regarding the protection of personal data. In either case, no data related to the customer's payment information will be stored without prior and clear information of such processing.

PROZIS may offer different payment methods for purchases made through the online store. The conditions of use established by each of the payment service providers shall be applicable. For that reason, PROZIS cannot be held responsible for any additional costs charged by those entities.

Credit card

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

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

All transactions on our website are secure.

PROZIS uses a sophisticated fraud detection and prevention mechanism. Through this solution, it is possible to verify the authenticity of payments made online, simultaneously ensuring the integrity and security of the customer's data as well as their identification. This security is enabled by Secure Sockets Layer (SSL) technology, which encrypts communications between customer's software and our server, so that communications cannot be intercepted. Therefore, PROZIS reserves the right to refuse the payment of an order if the transaction is found to be unlawful or if it constitutes a serious suspicion of unlawfulness. 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. Once a payment of an online purchase is made, a process to validate the card used is triggered. Should the credit card be considered valid, the security

systems associated with the 3D Secure protocol verify the customer's identity, resorting to the credit card issuing bank in real time, which, in turn, validates the customer's identity and reports confirmation that the card used is legitimate. Such control is intended to protect credit card holders by reducing the likelihood of fraudulent use of their cards, thus ensuring a more efficient transaction. This protocol is used by Visa under the name "Verified By Visa", and by Mastercard under the name "Secure Code".

How is the credit card payment processed?

After selecting the credit card payment option and clicking "Buy" on the last stage of the purchasing process, the customer will be redirected to the webpage of the entity providing the payment transaction. On the said webpage, the required details of the credit card shall be entered, including the credit card number, the expiration date and the respective security code. In that sequence, the customer should click the "I validate my payment" button.

Should the payment be declined, a message will be sent to the customer with the indication of the detected error. In such event, a new payment attempt is recommended; if the problem persists, contact with the respective bank or the credit card issuing entity for further information is recommended.

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

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

Order Cancellation

The order cancellation will only be possible if made before the respective payment and processing. In such case, cancellation should be triggered by the customer through the "Orders" option, available in the personal area of the customer account. To do so, the customer must select the order that intends to cancel and click on the "Cancellation Order" button. Once the order has been cancelled, a message requesting confirmation of that purpose shall be displayed.

Remark: Order cancellation is only possible through the abovementioned process and within the time indicated. Any similar request made by other means or beyond the mentioned time-limit cannot be fulfilled.

1.2. Delivery Process

Once the order has been shipped, the customer will receive a confirmation e-mail with their invoice, the assigned shipping number and, whenever applicable, 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 followed by "Order status" button of the respective order; as an alternative, the customer may choose the "Help" icon on the website header bar, following the "Track my order" option. Either way, the customer will be provided with all information about the order, including the abovementioned hyperlink.

The online tracking of your order upon receipt of the shipment confirmation email may not return any results. Shipping information may take up to 24 hours, counting from the reception of the shipment confirmation, to be updated on the website of the transporter, without PROZIS being held responsible for this.

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

Remark: Customer should confirm all the data indicated when placing the order before its confirmation as no modification request could be accepted after the payment confirmation is issued. Returning to the previous stages is

always possible using the Back button.

Delivery Services

PROZIS provides regular delivery services, which are subject to the own procedures of the carriers, in particular regarding the customer's personal data required to fulfill the delivery obligation, the shipping methods, delivery times, costs and constraints associated with the requirements of the orders to be delivered and with the procedures related to the validation of the recipient's identity (or of the identity of the third person acting on their behalf) and customs formalities. PROZIS cannot be held responsible for any modification on the service conditions provided by the carriers as PROZIS is only obliged to assure that the carriers' procedures used on each delivery process are in full compliance with the terms and conditions in force at the time of the confirmation of the purchase by the customer.

Thus, the available shipping options may depend on the sort of products to be delivered, on the address of destination, on the shipping method or even on the time of the validation of the payment method.

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

Remark: the delivery times, counted from the effective delivery date, are merely indicative as shall only be applicable whenever no physical or structural constraints are verified (e.g.: incorrect addresses or force majeure events as strikes, missed connections, extreme weather events, etc.). Customs procedures and related formalities may also contribute to a delay on the indicated delivery times, for which Prozis cannot be held responsible.

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

Remarks:

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

2)The indication of an incorrect or incomplete delivery address may result in the order being returned to PROZIS and may lead to additional costs for the customer; for this reason, it is highly recommended that the customer always makes sure that the delivery address indicated at the time of the order placement is effectively correct and complete. Once the order is placed, it is not possible to change the delivery address or the provided billing data as stated on 1.2. above.

3) In any case, due to service organization and distribution procedures of the carriers, the identification data of the recipient will be printed on the label to be placed outside the transport box. Since these are considered the recipient's personal data, it is advisable to destroy or erase such data after receipt of the order so to prevent those data from being consulted by third parties after 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 the higher);

- total amount of the order;

- range of products;

- 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.

Whenever customs duties or border control are to be expected, a pop-up message will be triggered before the confirmation of the purchase order so that the customer may be aware of additional costs that may be in force and for which Prozis cannot not be held responsible.

Reimbursement of shipping costs

The reimbursement of shipping costs may take place whenever occurs a/an:

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

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

iii) Right to cancel the contract: in compliance with regulations 29 to 35 of The Consumer Contracts Regulations 2013, applicable to distance and off-premises contracts, the consumer may exercise their right to cancel this contract within 14 calendar days, without giving any reason.

The cancellation period ends at the end of 14 days after the day on which the goods come into the physical possession of the consumer, or the person, other than the carrier, identified by the consumer to take possession of them.

To exercise the right to cancel, the consumer must inform of their decision to cancel this contract by either: 1) using the model cancellation form available **here**, or, alternatively, downloading the paper version of the form **here** , even though it is not mandatory; 2) sending an unequivocal statement, by post mail, to PROZIS - Rua do Cais, No. 198, Fontarcada, 4830-345 Póvoa de Lanhoso, Portugal, which, in order to confirm the identity of the sender of such letter, must be preceded by a written message addressed to the Customer Support Service, through the helpdesk channel made available on their personal area of the online store. The order number and the description or reference of the product(s) to be returned must be communicated in this contact, as well as the intended form of reimbursement of the amount paid.

To meet the cancellation deadline, customer must send their communication concerning their exercise of the right to cancel before the cancellation period has expired.

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

Within 24 hours, PROZIS will acknowledge receipt of the intention to exercise the right to cancel the contract.

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

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

Procedures applicable to incidences

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

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

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

Alternatively, and subject to the prior express consent of the customer, such complaint may be sent to the carrier as supporting document of the incidence created on the basis of the non-delivery. In the event that the problem with the delivery was caused by an incorrect or incomplete address, the customer may be asked to provide proof of address to be attached to the respective claim. Should the delivery had failed due to an incorrect or incomplete address indication, the customer may be asked to provide a residence proof as attachment to such complaint.

1.3. Return and Exchange Procedure

Returns

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

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

The item (s) should be sent to the following address:

PROZIS – Centro Logístico

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

Incomplete, damaged or scratched products, products without their original packaging and/or label, or products with evidence of unlawful use, will not be accepted. It will not be accepted, as well, the return of free products or of products that have been obtained via the conversion of ProzisPoints; the return of products with a shelf-life less than one month, underwear, swimwear, personal care products or the return of other articles the use of which implies or comes into direct contact with skin, will not be accepted either. Thus, PROZIS reserves the right to evaluate the condition of the packaging of the products, deciding whether or not to accept the return of the items whenever the respective packaging is not intact.

Due to their nature, the return of Prozis Gift Cards will not be accepted either.

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

Every single product to be returned shall, for that reason, be shipped in accordance to the abovementioned conditions, this meaning that the carrier's label shall be attached to the original transport packaging box or to an alternative box chosen by the customer but which may ensure the proper conditions of the product. If this should be the case, the alternative box will be destroyed as soon as the product is confirmed as intact and complete.

If any of the previous conditions are not met, the customer will lose the right to be refunded and will have 10 days to collect the item (s) at the said facilities, at their own expenses. The collection must be made by a carrier appointed by the customer as the collection by natural persons, not even by the customer, is not permitted.

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 expenses.

Exchanges

As a rule, exchanges of products will not be possible. This means that, in order to obtain the exchange of the product(s), the customer shall return the item (s), request a refund and make a new purchase. The entire return procedure is properly described in the item Returns in what concerns the acceptance requirements to be met.

Remark: PROZIS reserves the right to accept the return of clothing products for future exchange if the customer, at their own expense, makes the respective return to the warehouse above identified and the product is received in accordance to the terms described in the item Returns above set, namely regarding the conservation status. In that case, and if the product is considered suitable for stock replacement, a coupon for the free-addition, in a future order, of the same product will be issued. To that end, the same conditions of use of such coupon will be applicable, as provided in the Coupons tab. If the returned product is not in the conditions described above, the customer will be sent a message stating the rejection of the return with an indication of the time-limit for the collection, in the warehouse, of the product originally sent.

Refund Methods

PROZIS will endeavor to promptly reimburse the customer although having, to that end, a period of 15 days from the receipt, in the warehouse above indicated, of the returned order.

The refund of payments made by credit card will be made to the credit card itself and will predictably be reflected 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 on the shipped items has occurred, or that defective products have been sent to customer, PROZIS will bear the returning costs of products via the collection of the same on the delivery address. In order to arrange so and for any required clarification, the Customer Care Service will contact the customer.

1.4. Product Information

All the procedures deemed necessary to ensure that every product details, descriptions and prices announced 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 announced. In those cases, PROZIS reserves the right not to fulfill orders containing the respective products. In the event that an order containing such products has been placed, the Customer Support team will contact the customer to inform of the impossibility to proceed with the order.

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

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

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

- Whenever an 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. In the event that the out-of-stock product belongs to a pack, the pack will be in full withdrawn from the order. As a consequence, the refund will be processed in the original form of payment, as described above. The Customer Care Service will inform the customer accordingly, by telephone.

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

PROZIS also reserves the right not to allow the purchase process to be concluded if any situation is detected, apart from those specifically described in this document, resulting from a computer error in the order creation process, in any of the phases subsequent to this and associated to the logistics processing of the same. Prozis will have the same prerogative as a result of the knowledge or imposition by a competent authority of any restriction on the sale of its products. To avoid this last situation, customers are advised to check, whenever possible, that the product in question complies with the regulations applicable to the country of delivery address.

The use of discount coupons associated with credit accumulated on previous purchases, promotional campaigns, or even with compensation that may have been granted as a consequence of the acceptance of any claims made by the customer, will only be effective if the requirements or conditions disclosed at the date of activation are met, namely regarding the campaign period, stocks availability and compliance with the legal provisions in force at the time of purchase.

The purchase of the PROZIS Gift Card product is conditioned to the prior acceptance of the conditions and terms of use described in the product description tab, for which it cannot be purchased through the exclusive application of one or more credit coupons accumulated for and on previous purchases. PROZIS Gift Cards are valid for 12 (twelve) months from the date of purchase, regardless of whether or not their activation code is immediately transmitted 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 beneficiary to whom the customer offers them. Given the fact that the use of this sort of product cannot be combined with any other promotional codes eventually in force at the time of use, the third beneficiary of a PROZIS Gift Card may only use it in accumulation with other PROZIS Gift Cards that may have received.

Additional Information

The products, information, services and other content provided on or through this page, including but not limited to any products, information, e-mails, services and other content announce by or through any hyperlink, are provided for information purposes only and in a summarized or aggregated form. 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 announced in or through this page, including but not limited to any product, information or service announced in or by any hyperlink, the customer should contact their doctor or pharmacist.

Customer should not use the information provided on this page to diagnose or treat any health problem or to prescribe any medication or other treatment. Customer should always consult the doctor or pharmacist and carefully read all information provided by the manufacturer of a particular product, as well as the information on the package leaflet or packaging of any nutritional, vegetable or homeopathic medicine or supplement, before starting any diet or 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 it, may contain material or

information that some people may find inappropriate or offensive, inaccurate, false, wrong or misleading, defamatory or libelous, that infringes the rights of third parties or is otherwise unlawful. PROZIS expressly states that cannot be held liable for the content, legality, decency or accuracy of any information and of any products or services presented on any hyperlink or any page with a hyperlink to it.

1.5. Warranty

Since access to goods and services in conformity with the contract and with the assurance of correct functioning is one of the fundamental rights of the consumers, PROZIS will guarantee the quality of its products for a period of 24 months from the date of purchase (except in the case of perishable goods), offering its clients, in cases where it is shown to be lawful, one of the solutions below indicated, which the customer may claim the following remedies:

- Termination of the contract and consequent reimbursement of the paid amounts
- Compensation for the decrease in the value of the product
- Repair of the defective product

Should the defective product fall into the category of fungible goods, PROZIS may, at its own discretion, opt for its replacement as an alternative for the reparation of the product.

The right to termination of the contract, to the compensation for the decrease in the value of the product or to the repair of the defective product will only be valid if subject to timely notice of the defect(s). This means that the exercise of the warranty right by the customer will always take place upon submission of the complaint to the Customer Care Service and the return of the damaged or of the non-compliant product.

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

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

Upon inspection of the product received, the customer will be informed of the decision regarding their request.

In cases where the right to call on the warranty is exercised, PROZIS will repair or refund the item as soon as possible, within 30 days of the notification to be sent to the customer on which the right to call on the product warranty will be confirmed.

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

If the order through which the defective product was purchased includes a pack or batch of products and only one or some of them are defective, the termination of the contract may only proceed in respect to 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 disproportionate costs may arise 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 actually ordered, a short video shall be attached to the complaint or, as appropriate, photographs on which the problem detected or the condition of the carton delivery box may be clearly visible.

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

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

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

Remark: If as a result of the positive assessment of a complaint, a product shipping coupon for a future order shall

be issued, that coupon must be triggered within the expiration date stated on the same, in order to prevent an out-of-stock situation.

1.6. Suggestions

The customer's opinion is very important to PROZIS as it allows the implementation of improvements in the services provided. Thus, if for any reason customers are not satisfied with such services or with any of the purchased products, or, even if they have any suggestions, PROZIS would appreciate any situation being reported, preferably by a message to Customer Care 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 can I earn with each product?

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

What are ProzisPoints for?

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

How to exchange my ProzisPoints for offers?

After placing items in the Shopping Cart and proceeding to the "Finalize Order" stage, a page is displayed where the customer is informed of the total ProzisPoints available in their account. On this page (Stage 1 "Offers"), the customer may choose to save their ProzisPoints for the next or previous orders accumulated by the offers presented to them by selecting such option. The customer can select the offers and respective quantities according to the number of ProzisPoints available in their account by clicking on "ADD TO CART". This procedure of exchanging points for offers will always be limited to a maximum of 9000 convertible ProzisPoints per order.

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

Do ProzisPoints have an expiry date?

Yes, ProzisPoints are valid for 12 months only and this period is counted from the date of completion of the purchase order.

How can I confirm that products exchanged for ProzisPoints will be shipped with the rest of my order?

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

What is the advantage of accumulating ProzisPoints?

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

How can I earn more ProzisPoints?

Customers can earn more ProzisPoints by commenting on the products previously purchased from the online store. For this purpose, the customer should write a brief comment about the product, alluding to its characteristics or quality level and then select the option Send, which will represent its explicit, informed and current consent to the

possible publication of the comment. Thus, if the compliance of the comment with the internal guidelines established in this matter is confirmed, the same will be approved and published on the site. The customer will receive 15 ProzisPoints for each approved comment.

Where can I see detailed information about my ProzisPoints?

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

What does having ProzisPoints "in process" mean?

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

The offers that I traded for ProzisPoints were not included in the order. What happened?

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

The ProzisPoints that I earned and exchanged for offers on a particular order are not in the ProzisPoints history. What happened?

This can happen for one of the following reasons:

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

My ProzisPoints balance is negative. What happened?

This can happen for one of the following reasons:

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

Can I exchange or return products exchanged for ProzisPoints?

PROZIS does not accept exchanges or returns for products exchanged by ProzisPoints.

Can I exchange all of my ProzisPoints for offers in a single order?

Up to 12000 ProzisPoints obtained on previous purchases can be exchanged for on each order.

II - Privacy and Data Protection Policy

2.1. Introduction

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

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

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

Thus, the information contained in this text is intended to convey, clearly and unambiguously, the content of the privacy policy and protection of the personal data processed under the terms of this Privacy and Data Protection Policy and delimited by the content of the commercial 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

For the purpose of creating and managing 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 as 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 support services for online sales and the distribution of Prozis products, as well as with every single company that renders supporting services for the operationalization of the features and applications that customers intend to use.

Besides that, when making a purchase on the online store, customers will also be asked for their shipping address and payment details in order to promote maximum effectiveness and to ensure that the delivery times are met. Such data will be transmitted to the abovementioned companies of Prozis Group as well as to the carrier in charge of 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. The said disclosure will, however, only be possible if a formal request is addressed to Prozis and provided that the competence of the issuing public authority is first verified.

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

For the effectiveness, also, of the remaining features 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 feature.

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 time absolutely necessary. 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, the customer must make a new initial registration, subject to the terms and conditions in force at that same date.

Remark: In the event that, after the expiry of the twelve-month period abovementioned, a reimbursement shall take place and the account has already been deactivated, the customer shall contact the Customer Support, providing the new bank details by means of the presentation of an original and official bank statement. As a rule, 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 e-mail address that the customer has associated with the customer account and which will include a hyperlink to this text.

Any functionality or platform that PROZIS may own and that the customer intends to use shall be conditioned to the acceptance of the respective terms and conditions of use as well as, whenever specifically provided for, to 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 on this document.

In regards to the accuracy of the customer's data and the respective registry, whenever the customer intends to verify the data provided to PROZIS, the customer may do so on the Account Data tab. Customer should keep their account access codes secure, as any action or request made through the account will be deemed done by the customer and, therefore, their responsibility.

Remark: For security reasons and for 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 the website features, surveys and the evaluation of interactions for statistical purposes.

Further information about the customer experience on the website may be collected for the sole purpose of improving customer service. However, this will only be done upon confirmation of the respective holder's acknowledgment or, where applicable, their express consent. For the purpose of assessing and certifying PROZIS' quality of service and responsiveness, information may be shared with entities specializing in this area but no personal data will be included in the information to be shared without prior consent of the respective account holder.

Customers may, periodically and by e-mail, receive information about products and services, campaigns, promotions and special offers. If the customer does not wish to be contacted for these purposes, the customer may unsubscribe from the newsletter by opting-out, on the Manage Permissions tab provided for in the Account Data area, or by clicking on the hyperlink provided for 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 in order to obtain information regarding the products, purchasing procedures, the status of the order or to report any situation related to the website or to 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**.

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

Thus, the operator will only proceed with the call after the clear and objective purpose of the communication, of the conditions of validation of the customer's identity and after the express confirmation, by the customer, of the intention to continue the conversation under such conditions is established. In this context, the customer may, for example, be asked to indicate one or more products purchased in previous orders, which the operator will do after requesting permission to access the purchase history of the 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 e-mail address registered in the customer's account, which will afterwards be required by the operator in order to begin the main conversation. Once the customer identity has been validated, the operator will ask key questions based on the description of the purpose of the contact in order to frame the situation and to eventually forward it to the adequate Customer Care Service operator.

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

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

2.2.3. PROZIS contact with the customer

When processing a specific order, there may be a need for the customer care service to contact the customer in order to:

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

ii) inform the customer that a message has been sent to the mailbox of their Prozis 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 or similar products may be returned, as provided for in the clause 1.4. of the General Conditions of Sale.

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

2.2.4. Cookies and Other Marketing Tools

2.2.4.1. Cookies used by PROZIS

The cookies remain on the chosen browser merely during the session and may inclusively be deactivated if a period of inactivity of the user shall be detected.

Regardless the session length, the user may, at any time, deactivate these cookies by managing the browser settings.

More detailed information can be found at the Cookie Declaration 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 receiving newsletters or e-mail 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, it is suggested to consult the information provided in each of the browsers or to consult articles with specific information on the subject (e.g. https://www.allaboutcookies.org/)

2.2.4.3. Individualized communications of product and services promotions

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

2.2.4.4. Redirecting

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

2.3. Secure Data Processing, Lawfulness, Fairness and Transparency

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

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

2.4. Access and Purpose Limitation

PROZIS undertakes to use the personal data of its customers and visitors for the purposes strictly necessary for the pursuit of its activity, with the limitations arising from the scope of the same or the extent of the consent expressly granted by its holder. This also means that the data will not be transmitted to any third party without their knowledge and / or authorization where PROZIS is so legally bound to.

In this sense, PROZIS also ensures the access to such data by its employees to the extent deemed absolutely necessary to carry out the action in question. Those employees are identified and tracked according to the functions and tasks assigned to them and within the framework of the contractual relationship set between them.

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

2.5. Data Subject Rights

2.5.1. Right to information and access to personal data

The customer may at any time request information about the stored personal data.

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

In order to exercise their right to rectification of their personal data, customer shall send the request, identifying the data to be modified and the up-to-date information, via e-mail sent to **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 should be followed if the customer wishes to exercise their right to erasure of personal data. In either case, the customer will receive confirmation, via the same channel used, that their request has been answered as requested.

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

In reinforcement of the principle of transparency in the processing of personal data and customer communications, PROZIS allows the customer to, at any time, modify the data processing permissions granted for each of the stated purposes. Through the opt-in and opt-out features made available for the activation and deactivation of the granted

permissions, in the tab “Manage Permissions” of the customer's personal account (Account Data heading), the customer can modify or revoke the previous consents, namely those given for the purpose of receiving advertising campaigns, newsletters and other individualized communications including profiling, designed for the PROZIS-customer relationship or for the optimization of the custom navigation experience as well as for the data processing by the remaining Group companies or by third parties which are PROZIS' partners for the execution of any of the functionalities that may be made available at the customer's request.

2.6. Subsidiary application

This text shall govern all the matters regarding the privacy and the data processing done within the framework of the use of the apps and further functionalities, whether accessible through a hyperlink made available by PROZIS on the website, or on any other platform owned by PROZIS. For that reason, it shall be applicable on a subsidiary basis to all the situations which may not be specifically regulated.

2.7. Privacy Policy changes and contacts

2.7.1. Any changes made to this Privacy and Data Protection Policy will be posted on PROZIS website and all versions prior to 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 e-mail: **dpo@prozis.com**.