

TERMS AND CONDITIONS OF USE



This document establishes the terms and conditions (hereinafter "Terms") of the website www.gestplano.com (hereinafter "Website") applicable between Espaço Coordenado Lda., a company incorporated and based in Portugal, with the NIPC 508570425, its successor companies or authorized assignees (hereinafter "OBRASEGURA") and the user - whether a natural or legal person - (hereinafter "Client") whenever he/she accesses, uses or registers on the Website or subscribes to/orders any services or products available here, if applicable.

The Customer must read these Terms carefully before accessing and using, ordering and/or subscribing to any good or service made available on the Website. In the event of any reservations, doubts or objections regarding the content of these Terms, the Customer must immediately suspend access and use and leave the Website and may communicate with OBRASEGURA by alternative means.

OBRASEGURA reserves the right to amend these Terms. Any change to these Terms must be communicated to the Client in advance, as well as setting a deadline for the Client to decide whether or not to suspend access to and use of the Gestplano Platform. If the Client decides to continue accessing and using the Website, the new Terms will be incorporated from the date of the Client's decision, within the previously established period. It is hereby established that 60 days' notice must be given.

Version of 26.06.2019.

Property

All content existing, compiled or made available through the Website, including layout, design, images, graphics, titles, icons, scripts and names of products and services included or available on the Website are owned or used by OBRASEGURA under license and may be protected by local laws or international laws.

All software used on the Website is the property of OBRASEGURA or its Licensors and is protected by various local and international laws.

Limited Customer License

Upon the Customer's full and repeated compliance with these Terms, OBRASEGURA grants the Customer a limited license to access and use the Website, excluding authorization to download it (except for page caching) or to alter it in whole or in part, unless authorized in writing by OBRASEGURA.

The Client is also granted a limited, revocable and non-exclusive license to create hyperlinks to direct traffic to the Website, provided that this does not serve to convey or support an image or opinion of OBRASEGURA or its products or services that is false, misleading, defamatory, offensive or in any way unlawful.

The use of or reference to the intellectual property, Trademarks or business secrets of OBRASEGURA or its Licensors may not be used in association with or in addition to any hyperlinks to the Website except to the extent authorized in writing by OBRASEGURA.

The Client undertakes to use the Website in an appropriate manner, refraining from any use that may be contrary to these Terms or considered abusive or prejudicial to the rights of OBRASEGURA or its Licensors.

By accessing and using the Website, the Customer undertakes NOT to:

- Use the Website in whole or in part for illicit practices (even if only with negligence or lack of a reasonable duty of care);
- Copy, reproduce, duplicate, share, clone or duplicate the Website in any way including on another page or server;
- Download, copy, use, remove, deface or by any means use the Trademarks, intellectual property notices, general notices or any other information presented;
- Use the Website in a public presentation environment or in a non-domestic use context, whether or not for commercial purposes, and you agree not to sell, resell, rent, or in any way exploit the Website, the Marks or the Content, in whole or in part;
- Upload to the Website or transmit through it any computer viruses, spyware, malware, computer decoys or any other similar;
- Harm or hinder the efficiency or functionality of the Website by damaging it or causing it to be interrupted or in any way affect its performance or the normal flow of its traffic;
- Change or modify any part of the Website beyond what is strictly and reasonably necessary for its use by the Customer in accordance with the provisions of these Terms;
- Use the Website to attempt to discover or otherwise gain access to OBRASEGURA's business secrets and/or confidential information.

Without limitation, the Customer undertakes not to use the Content:

- In order to generate other content - regardless of the level of similarity or similarity of the new content compared to the Content;
- Infringe any rights inherent in or related to the Content;
- Use the Website in order to monitor, spy on, collect and/or process any data from the activity of the Website or its visitors regardless of the purposes pursued with any such activities;
- Use or share the Content in connection with or in association with a business or professional activity (whether or not carried out for profit) brands, products or services (regardless of the terms of sale or the free provision thereof) ideas, guidelines, causes or thought models of the Client or any third party, unless and to the extent that OBRASEGURA authorizes such association or connection.

FOR FULL CLARIFICATION:

The license granted to the Client does not include any right of distribution, marketing, sale, resale, rental or any other commercial use of OBRASEGURA's products or services; nor any derivative use of the Website and

respective content; or the use in any way of tools, applications or devices for detecting, tagging, collecting and/or extracting and/or processing data.

The Client may not use any techniques aimed at encapsulating, extracting and/or treating, redesigning, adapting, formatting the Trademarks or the Website for the composition of any trademark, logo or distinctive elements (including but not limited to images, texts, page formatting) of OBRASEGURA, except in the event that prior written consent is provided by OBRASEGURA.

The Client may not use meta tags or any other form of 'hidden text' using the names and/or brands of OBRASEGURA, except in the case of prior written consent from OBRASEGURA.

OBRASEGURA reserves the right to monitor the Customer's use of the Website in order to verify and enforce compliance with the conditions of this license.

License cancellation may be displayed in a visible area of the Website when the Client seeks to access their reserved area of the Gestplano Platform or may be implemented by any other means, including disabling access or blocking access to the Website or the Gestplano Platform.

Upon termination of the License, the Customer shall destroy and delete all Content or hyperlinks to Content regardless of the medium on which such Content may have been stored (paper or digital).

The Client undertakes to indemnify, defend and protect OBRASEGURA, exempting it from any liability for the consequences that may arise from the Client's breach of these Terms.

Customer account

The products and services available on the Website - namely access to and use of the Gestplano Platform as a service - are intended solely and exclusively for professional use ("Professional Client" or "Client", whether an individual or a legal entity).

THE WEBSITE DOES NOT PROVIDE AUTOMATIC REGISTRATION FACILITIES.

The provision of services by OBRASEGURA is solely and exclusively contractual.

The provisions of OBRASEGURA's Privacy Policy complement these Terms. The Customer should carefully read the OBRASEGURA Privacy Policy available [here](#).

Customer credentials

Navigation on the Website does not depend on the assignment of any access credentials.

OBRASEGURA's administrative services process and assign the Client a User ID ("Username") and a password for logging in and browsing the Gestplano Platform ("Credentials").

The terms and conditions of use of the Gestplano Platform are only available to Clients who use the service provided by the Platform.

Institutional Clients

OBRASEGURA does not validate or verify the legal existence or legal compliance of the Client, NOR DOES IT VERIFY THE LEGAL REPRESENTATIVE POWERS of anyone claiming to be its representative.

The Client shall adopt the organizational measures and internal controls it deems appropriate to supervise the online activity that may be carried out on its behalf (if any), and shall remain fully responsible for the consequences of its representation - even if irregular or abusive - by any person or entity.

OBRASEGURA's Intellectual and Industrial Property

The Website may not contain any messages, posts, news, information documents, explanations, maps, advice, videos, music, photographs, graphics or images or any other content intended for interaction with the Client ("Content"), which are not related to the scope of the Protocol. All rights relating to, in connection with and/or concerning the Content are reserved to OBRASEGURA and its Licensors.

Customer content

The Website may contain functionalities that allow the Customer to upload their own content such as comments or opinions, photos, videos and/or other communications, suggestions, ideas, questions or other information, provided that the content in question is lawful and is not obscene, threatening, insulting or defamatory, invasive of the privacy or rights of OBRASEGURA or any third party and does not consist of or include computer viruses, advertising messages, commercial offers, chain letters, mass mailings or any other form of "spam" or unsolicited electronic messages (hereinafter "Customer Content").

The Customer undertakes not to use false e-mail addresses, falsify or conceal its true identity or in any way seek to falsify or mask the true origin of the Customer Content or appropriate the content of third parties by falsifying it as "Customer Content" and publishing it on or through the Website.

In the event that the Client uploads any content - including the Client Content - and unless OBRASEGURA determines otherwise in writing, by uploading the Client Content on or through the Website, the Client grants OBRASEGURA a non-exclusive, perpetual, global, royalty-free, irrevocable and fully sub-licensable license to use, reproduce, modify, adapt, publish, translate, create derivative works, distribute and present by any means and in any environment or geographical space the Client Content and/or any integral parts thereof.

THE CUSTOMER REPRESENTS AND WARRANTS TO OBRASEGURA THAT ANY CONTENT UPLOADED BY THE CUSTOMER - INCLUDING THE CUSTOMER CONTENT - IS PROPRIETARY TO THE CUSTOMER, LICENSED, AUTHORIZED TO THE CUSTOMER OR CONTROLLED BY THE CUSTOMER; IS ACCURATE AND TRUTHFUL; ITS USE DOES NOT VIOLATE THIRD PARTY RIGHTS, THESE TERMS OR THE TERMS OF THE LAW AND IS THEREFORE NOT LIKELY TO CAUSE, CO-DETERMINE OR CONTRIBUTE (EVEN INDIRECTLY OR REMOTELY) A LOSS OR DAMAGE TO THE PROPERTY OF OBRASEGURA OR ANY THIRD PARTY; AND THAT THE CLIENT SHALL INDEMNIFY AND DEFEND OBRASEGURA, HOLDING IT HARMLESS FROM ANY AND ALL LIABILITY ARISING FROM THE BREACH OR VIOLATION OF ANY OF THE REPRESENTATIONS OR WARRANTIES MADE BY THE CLIENT HEREIN, AS WELL AS FROM ANY LOSS OR DAMAGE ARISING THEREFROM WITHOUT LIMITATION.

OBRASEGURA has the right but not the obligation to monitor, edit or remove any content - including Customer Content - and does not regularly review content uploaded to the Website by the Customer or any other users.

OBRASEGURA therefore assumes no responsibility for Customer Content or any other content that is not uploaded directly by OBRASEGURA to the Website.

The Customer's use of any content - including Content, or Customer Content - will always be in accordance with the provisions of these Terms and in accordance with current legislation.

Advertising

OBRASEGURA may decide to insert and/or manage advertisements on the Website at any time and at its sole discretion, within the limits permitted by law.

Advertising on the Website may not be suitable for all ages and/or stages of maturity or information. The Client may ignore any advertisement that is visible on the Website and in certain cases, after a certain period of viewing.

The Customer must assess the appropriateness of any advertisements on or visible from the Website, in particular, and must refrain from exposing them to the public or to its own end customers - in particular when they are Minors and/or adult end consumers who, regardless of their age, are particularly impressionable, influential or susceptible - which it will do at its sole discretion, taking into account the fact that it is a Professional.

Links to other websites

OBRASEGURA may provide links to other websites of subsidiaries and/or certain business partners of OBRASEGURA or even to sites with no connection or link to OBRASEGURA, simply because OBRASEGURA may consider, at its sole discretion, that these sites may be of potential interest to the Client. These websites are managed and maintained independently by third parties outside OBRASEGURA and OBRASEGURA has no responsibility for the content, terms of use or privacy policies that may be in force on these sites.

OBRASEGURA does not guarantee in any way and disclaims any and all liability with regard to third-party websites and/or goods or services provided therein by third parties outside OBRASEGURA, even if the links to such sites and/or goods or services may be directly or indirectly available from the Website.

OBRASEGURA is not responsible for examining or evaluating the businesses OR IN ANY WAY VERIFYING the legal compliance of the businesses of third parties.

Products and Services Special Terms and Conditions

The Website may provide Clients with a certain portfolio of services available on a subscription basis - including access as a service to the Gestplano Platform.

OBRASEGURA makes every effort to provide the Client with the most accurate and truthful information possible when describing the services available. OBRASEGURA does not guarantee, however, that the description of the services is self-explanatory, exhaustive, totally comprehensive, absolutely irrefutable or error-free.

The services will always be provided upon advance payment at the rates and prices in force at the time, assuming that - unless otherwise stated in the billing documents issued by OBRASEGURA -

that any charges, expenses and taxes are added to the prices.

The Special Terms and Conditions for access to and use of the Gestplano Platform are subject to special terms and conditions between the Client and OBRASEGURA.

Limited Warranty. Limitation of Liability

EXCEPT TO THE EXTENT THAT THE CONTRARY ARISES FROM SPECIAL TERMS AND CONDITIONS agreed with the CLIENT within the scope of a specific service, ALL CONTENT, PRODUCTS AND/OR SERVICES PROVIDED BY OBRASEGURA ARE SUPPLIED AND/OR PROVIDED AS AVAILABLE AND IN THE STATE IN WHICH THEY EXIST AT OBRASEGURA, AND ARE DELIVERED WITHOUT ANY ADDITIONAL WARRANTY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, OBRASEGURA DOES NOT PROVIDE ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING - WITHOUT LIMITATION - ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, CORRECTNESS, COMPLETENESS, RELIABILITY, QUANTITY, QUALITY, AVAILABILITY, PERFORMANCE AND/OR UNINTERRUPTED OR ERROR-FREE ACCESS OR USABILITY, UNINTERRUPTED OR ERROR-FREE OPERATION OF THE WEBSITE, THE CONTENT, THE PRODUCTS OR SERVICES CONTRACTED FROM THE WEBSITE OR MADE AVAILABLE ON IT AND/OR MARKETED OR DELIVERED BY OBRASEGURA FROM IT.

THE CUSTOMER EXPRESSLY ACCEPTS THAT THE USE OF THE WEBSITE AND ITS CONTENT IS AT THE CUSTOMER'S SOLE DISCRETION AND AT THE CUSTOMER'S OWN RISK.

OBRASEGURA RESERVES THE RIGHT TO WITHDRAW OR REMOVE ANY PRODUCT, SERVICE OR CONTENT FROM THE WEBSITE, WITHOUT PRIOR NOTICE AND AT ITS SOLE AND EXCLUSIVE DISCRETION.

OBRASEGURA DOES NOT WARRANT THAT THE WEBSITE WILL BE ERROR-FREE, UNINTERRUPTEDLY AVAILABLE, PERMANENTLY ACCESSIBLE AND/OR FULLY OPERATIONAL AT ALL TIMES AND/OR WITH A GUARANTEED MINIMUM FUNCTIONALITY, PERFORMANCE OR AVAILABILITY. LIKEWISE, OBRASEGURA DOES NOT GUARANTEE THAT THE WEBSITE, SERVERS, E-MAIL OR ANY NOTIFICATIONS SENT TO/FROM OBRASEGURA ARE FREE OF ANY AND ALL VIRUSES OR SOFTWARE COMPONENTS THAT ARE MALICIOUS OR HARMFUL TO THE CLIENT'S EQUIPMENT, SYSTEMS OR NETWORK OR ITS INTEGRAL PARTS.

OBRASEGURA ASSUMES NO LIABILITY FOR ANY CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS RESULTING FROM ACCESS TO AND/OR USE OF THE WEBSITE, INCLUDING ANY CONSEQUENTIAL DAMAGES AND/OR LOSS OF PROFITS THAT MAY ONLY INDIRECTLY OR REMOTELY BE ASSOCIATED WITH SUCH ACCESS AND/OR USE AND WITH OBRASEGURA'S CULPABLE BEHAVIOR, SUCH AS COLLATERAL DAMAGES, FINES, PURE FINANCIAL LOSSES, REPUTATIONAL OR IMAGE DAMAGES OR ANY MERELY CONSEQUENTIAL OR REMOTE DAMAGES OR INDIRECT LOSSES WITHOUT ANY STRICT CAUSAL LINK BETWEEN THE HARMFUL EVENT AND THE FAULT DIRECTLY AND EXCLUSIVELY ATTRIBUTABLE TO OBRASEGURA IN THE CREATION, OPERATION AND MAINTENANCE OF THE WEBSITE IN ACCORDANCE WITH THESE TERMS.

WHENEVER THE LAW DETERMINES THE UNLAWFULNESS OF THE EXCLUSION OF LIABILITY OR IMPOSES DIFFERENT LIMITS FOR ITS LIMITATION, THESE TERMS SHALL BE REDUCED, REVISED AND INTERPRETED - REMAINING IN FORCE - IN STRICT COMPLIANCE WITH THE LAW UP TO THAT MAXIMUM LIMITATION AND/OR

LEGALLY PERMISSIBLE EXCLUSION, WHICH SHALL BE DEEMED TO BE THE MAXIMUM LIMIT OF OBRASEGURA'S LIABILITY IN ACCORDANCE WITH THE LAW APPLICABLE UNDER THESE TERMS.

Deficiencies in the operation/use of the Gestplano platform

The correct operation/use of the Gestplano Platform and the associated helpdesk will be guaranteed and complied with in accordance with the SLA - *Service Level Agreement* of the company **PTisp**, service provider to Obra Segura, in its version v4 01 03 01 01.

Compensation

The Client agrees to defend, indemnify and hold OBRASEGURA, its subsidiaries and its shareholders, members of corporate bodies, legal representatives, directors, technicians and other personnel at its service or acting on its behalf and representation harmless from any and all requests, lawsuits, claims or claims for compensation addressed to OBRASEGURA by the Client or any third party based on (i) the Client's breach of these Terms; (ii) arising out of or in connection with access to and/or use of the Website, the subscription to any services or the purchase of any products marketed or made available by OBRASEGURA, from its Website and/or on its Website; (iii) arising out of or in connection with the Customer's use of the Content, the Marks or any area of the Website; (iv) associated with or in any way related to a transaction between the Customer and any other third party directly or indirectly referenced, referred to or quoted on the Website or in the CONTENTS of the Website.

In the event of a request, complaint, lawsuit or claim for compensation addressed to OBRASEGURA and for which the Client under these Terms must indemnify OBRASEGURA, OBRASEGURA at its fair and sole discretion may

(i) to assume - at the Client's expense - control of the defense, the Client being obliged - without any financial limitation whatsoever - to provide full support for the defense and to pay for it directly and in full until the matter has been completely and irrevocably resolved or (ii) to allow the Client to proceed with the defense, reserving the right - without any obligation whatsoever - to support and/or assist, supplement or guide it, the Client being obliged to resolve the matter definitively, irrevocably and without appeal.

Applicable Law

These Terms have been drawn up and will be interpreted in accordance with Portuguese law.

Dispute resolution. Forum

Any disputes arising out of or in connection with these Terms shall be exclusively submitted to the civil courts of Lisbon.

The Client and OBRASEGURA expressly agree to this conflict resolution and jurisdiction clause, both expressly waiving any other jurisdiction or form of dispute resolution, namely mediation and arbitration.

- END OF TERMS -

Version of 26.06.2019.


ESPAÇO COORDENADO, Lda.
A GERÊNCIA