

I. Terms and Conditions of Use

1. INTRODUCTION

These Terms and Conditions govern the access and use of the website <https://www.portoenergyhub.pt/> ("Website").

The Website is owned by ADEPORTO - Agência de Energia do Porto, collective entity number 507 886 550, with head office at Rua Gonçalo Cristóvão, nº 347, Fr.B Est. 2, 4000-270 Porto (hereinafter "AdEPorto"), under the Porto Energy Hub Project.

By using or visiting the Website or any of the information, data files, written text, graphics, links, audio files or other sounds, photographs, videos or other images (collectively, 'Content'), resources and services, including newsletter (collectively, including Content, 'Services') made available through it, you are, as a user or visitor thereof ('User'), agreeing to and accepting (i) the current Terms and Conditions of Use ('Terms and Conditions') and (ii) confirms the reading and understanding of the Privacy and Cookie Policy made available on the Website.

Through the Website, AdEPorto allows the User access to the Services. The Services, including updates, developments, new tools and/or new Web properties, are subject to these Terms and Conditions.

2. RESPONSIBILITY OF USERS

AdEPorto reserves the right to change these Terms and Conditions at any time, limiting itself to placing changes online on the Website, and the Sole Responsibility of the User is to verify and comply with them at the time of each use. The use of the Website after the changes are published implies the acceptance of the updated wording of the Terms and Conditions. If you do not agree with the changes made or, in general, with the updated Terms and Conditions, you must immediately stop using the Website and the Services.

By accessing, using and downloading materials from the Website, the User agrees, on their behalf and/or on behalf of the entity on behalf of those acting, complying promptly with the provisions of these Terms and Conditions, ensuring that they have the power to act on behalf of the third party they represent, if necessary.

Access to the Services is expressly prohibited by any means other than through the interface provided by AdEPorto, as well as access (or attempt to access) to the Website and/or the Services through automated means (including the use of scripts or web crawlers).

Use of the Website for purposes other than those for which the Website is intended, including illegal purposes or any other that may be considered harmful to the image of AdEPorto, is expressly prohibited. Usurpation, counterfeiting, use of usurped or counterfeited content, illegitimate identification and unfair competition entail criminal and/or contravention responsibility.

The User is also prohibited to create or enter on this Website any types of viruses or programs that damage or contaminate or advise third parties to do so.

3. AdEPORTO' RIGHTS AND OBLIGATIONS

AdEPorto reserves the right to:

- (i) modify, add or remove parts of the Terms and Conditions at all times;
- (ii) modify or terminate the Services for any reason and without prior notice at all times;
- (iii) remove User Accounts whose content is unlawful, offensive, threatening, defamatory, pornographic, obscene or objectionable or infringing third-party intellectual property rights or the Terms and Conditions;
- (iv) modify, replace, refuse access to the Website and the Services, suspend or discontinue them, in whole or in full.

These changes will take effect from their placement on the Website or on the date of submission of any communications.

4. INTELLECTUAL PROPERTY

All information contained on the Website and the Services and all data and information compiled by AdEPorto associated with it (such as data files, written text, Software, music, audio files or other sounds, photographs, videos or other images) to which you may have access as part of the Services or through their use are considered content of AdEPorto. The User is not allowed to modify, allocate, lend, borrow, sell, distribute or create a derivative work on the basis of such content (partially or totally) unless they have been expressly authorized in writing for this purpose by AdEPorto or by third party who holds their intellectual property and personality rights.

The User acknowledges and agrees that AdEPorto retains all intellectual property rights (whether these rights are registered or not and anywhere in the world where such rights may exist) relating to the Services. AdEPorto retains all rights not expressly granted to the User in these Terms and Conditions.

The User also agrees not to remove, conceal or alter any intellectual property rights notices (including copyright and trademark notices) that may be posted or contained on the Services.

Brands and The like

Unless the User has been expressly authorized by AdEPorto to do so, nothing in these Terms and Conditions confers on the User the right to use any of the registered trademarks, trademarks, service marks, logos, domain names and other distinctive brand features of AdEPorto.

5. DISCLAIMER OF WARRANTY

To the extent permitted by applicable legislation, services are provided 'as they are' and 'as available' (as is and as available) and AdEPorto does not provide any kind of guarantee in relation to them. In particular, AdEPorto does not guarantee the user that (i) the use of the services meets their needs or expectations; (ii) the use of the services is not interrupted, or that is punctual, secure or error-free; (iii) any information obtained resulting from the use of the services is accurate or reliable; and (iv) defects, if any, in the operation or functionality of any software provided as part of the services will be corrected.

No conditions, guarantees or other terms (including any implied terms with respect to satisfactory quality, suitability for a purpose or conformity with the description) apply to the services, except to the extent that they are expressly defined in these Terms and Conditions.

The use, by the User, of the Website, the Services, as well as any materials downloaded or otherwise obtained through the use of the Services is made at the User's sole cost and risk and is solely responsible for any damages and lost profits caused to the equipment on which it makes use or visualization of the Website, services and materials available there.

No recommendation or information, oral or written, of AdEPorto shall be construed as constituting a guarantee of any kind unless expressly provided for in these Terms and Conditions.

To facilitate user accessibility, AdEPorto may include links to websites on the internet that are owned or operated by third parties. When using the links to these third-party websites, the user must review and accept the rules on that Website before using it. The user shall also accept that AdEPorto does not control the content of that website and may not assume any responsibility for the materials created or published by such third-party websites. In addition, a link to a website not belonging to AdEPorto does not mean that it supports the website or the products and services referenced therein.

6. LIMITATION OF RESPONSIBILITY

To the extent permitted by applicable law, AdEPorto assumes no responsibility towards the user for any damages resulting from:

- i. any changes AdEPorto may make to the Services or any permanent or temporary termination of the provision of the services (or any features of the services);
- ii. deletion, corruption or storage error of any content or other communications data maintained or transmitted by or through the use of the Services;
- iii. direct or indirect violation of these Terms and Conditions;
- iv. non-maintenance of the security and confidentiality of the password or User Account details.

AdEPorto' liability as indemnification for any emerging damages related to the Website and the Services, caused by AdEPorto, its representatives or assistants is limited to cases where it acts with criminal intent or gross negligence, and any liability for lost profits is excluded.

If you disagree, in part or in full, with the Website or the Services, or these Terms and Conditions, you only have the power to stop using the Website or the Services, as applicable.

7. PRIVACY POLICY

The Privacy Policy is available in [Privacy Policy](#). The document contains an explanation of the procedures adopted by AdEPorto and third parties providing services through the Website, as part of the processing of personal data of their Users and the protection of their privacy, when using the Website and the Services.

9. GENERIC CONCEPTS

Prevalence

In the event of a conflict between the Terms and Conditions and other specific provisions or specific terms and conditions existing on the Website relating to certain materials, they shall prevail.

Exercise of Rights

The non-exercise or non-immediate application of rights or provisions by AdEPorto, provided for in the Terms and Conditions, shall not be construed as a waiver thereof.

Completeness

The Terms of Use constitute the entire agreement between the User and AdEPorto regarding the use and consultation, by the User, of the Website and the Services, and regulate their use

(excluding any Services that may be provided by AdEPorto under a separate written agreement), fully replacing any previous agreements established between the User and AdEPorto in relation to the Website and the Services.

Reduction

The invalidity, declared by a court or arbitral award passed on trial, of any provision of the Terms and Conditions does not determine the invalidity of the others, reserving AdEPorto the right, where appropriate, to modify the Terms and Conditions accordingly in order to rectify the invalidity.

Notifications/Communications/Complaints

Any notifications and communications from AdEPorto to the User under the Terms and Conditions shall preferably be made to the email address or address made available by the User in their User Account, without prejudice to AdEPorto being able to use other elements and forms of contact.

Any notifications, communications and complaints from the User should preferably be made to the email: info@adeporto.eu.

10. APPLICABLE LAW AND FORUM

The Terms and Conditions, as well as the User relationship with AdEPorto in accordance with them, are governed by applicable Portuguese law. The User and AdEPorto agree to submit to the exclusive jurisdiction of the courts of justice of the Porto district to resolve any legal matters resulting from the Terms and Conditions, without prejudice to the applicable mandatory legal rules. Notwithstanding the above-mentioned, AdEPorto may apply precautionary measures (or equivalent type of urgent legal compensation) in any jurisdiction.