



## Terms and Conditions of Use of The Hood Digital Platforms

### 1. General information and ownership of digital platforms

The Hood, Lda. (The Hood), is the exclusive holder of the digital platforms that it offers to users in order to provide the meeting of the offer and demand of professional services and the promotion of events in a certain geographical area.

The Services described below, as provided by The Hood, and all respective rights are and remain the property of The Hood. Neither these Terms nor the use of the Services or the use of The Hood digital platforms by the user confer him any rights : (i) over, or relating to, the Services or digital platforms, except for the limited license granted below; or (ii) to use, or otherwise refer to, the social denominations of The Hood, its Affiliates, or licensors, its logos, products and services designations, trademarks, services marks or other distinctive features of ownership.

### 2. Contractual Relationship

The Terms of Use ("Terms") govern the access or use by the user, a natural or legal person, of applications, websites, content, products and services (the "Services"), made available by The Hood, Lda., a private limited company incorporated in the Republic of Portugal, with its registered office at Rua D. Maria I, Lote 149 1675-232 Pontinha, corporate entity 514829540, with a fully subscribed and paid-up share capital of € 500.00 (five hundred euros) ("The Hood").

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES

Access, navigation and use of The Hood digital platforms implies and assumes user acceptance of these Terms and Conditions. If the user does not agree with their content, he must refrain from using The Hood digital platforms and services. The User shall be understood as the natural or legal person who accesses, navigates, uses or participates in services and activities, free or costly, developed or advertised by Supplier Users through The Hood digital platforms.

The access to, and use of, the Services by the User constitutes his agreement to be bound by these Terms and establishes a contractual relationship between the User and The Hood.

If these Terms are not accepted, no access to, or use of, the Services will be allowed.

These Terms expressly supersede any agreements or understandings with the User. The Hood may immediately terminate these Terms or any Services related to the User or, in general, cease offering or deny access to the Services or to any part thereof at any time and for any reason.

It is possible that Supplemental Terms apply to certain Services, such as policies for a particular event, activity or promotion, and these Supplemental Terms will be disclosed to the User in respect of the applicable Services. The Supplemental Terms complement and will be construed as forming part of the Terms, for the purposes of the applicable Services. The Supplemental Terms supersede these Terms in the event of a dispute relating to the applicable Services.

The Hood may occasionally change the Terms related to the Services. The changes take effect after the publication by The Hood, of the Terms, policies or Supplementary Terms changed in the space dedicated to the applicable Service. Continued access to, or use of, the Services after the said publication constitutes the acceptance by the user to be bound by these Terms as amended.

The collection and use by us of personal information regarding the Services is carried out in accordance with the terms of the Privacy Policy of The Hood, which is available at [www.hoodcommunity.pt/docs/legal](http://www.hoodcommunity.pt/docs/legal).

The Hood may make available to a complaints department or insurer the necessary information (including the User's contact information) in the event of a claim, dispute or conflict, whenever such information or data is indispensable for the resolution of the claim, litigation or conflict.

### 3. The Services

#### 3.1. Scope

The Services comprise the use of a technological platform for communication, sharing and use of services and organization and dissemination of events, bringing together in a geographical area users who wish to make their services available and promote their events ("Supplier User") and users who have an interest in them ("Client User").

The Services include optional access to promotional strategies for services and events made available by the Supplier User through the The Hood Applications.

The use of the technological platform allows the Supplier User of the mobile applications or websites of The Hood, made available as part of the Services (each the "Application"), to disclose its offer of services and events in a certain geographical area.

From the point of view of the Supplier User, the Services provided by The Hood consist of granting access to the Applications for the exclusive purpose of promoting and disclosing services and events of the responsibility of the Supplier User and of granting access to the Supplier User to the contact information of a Client User, upon express request and authorization of the Client User to The Hood and communicated through the validation of an option in the Application, and upon realization of the immediate Payment to The Hood by the Supplier User. The contact information of a Client User is transmitted by The Hood to the Supplier User for the sole purpose of providing the establishment of a direct contractual relationship between Users, under their responsibility, in view of the provision of a service by the Supplier User to the Customer User, or the participation of the Client User in an event organized by the Supplier User, under the terms



and conditions established between them, of which The Hood will remain unaware.

The use of the technology platform allows Client Users of the Application to search, free of charge, for services and events of the responsibility of the Supplier Users, through geolocation.

The Users accept and authorize The Hood to access and disclose the geographical location of Users through the Applications, as an essential condition for the provision of the Services and in compliance with The Hood's Privacy Policy. From the perspective of the Client User, the Services provided by The Hood consist of granting access to The Hood Applications for the exclusive purpose of researching and selecting services and events of the responsibility of Supplier Users. The process of selecting a service or event by a Client User comprises the request and authorization addressed to The Hood, communicated through the validation of an option in the The Hood Applications, so that The Hood communicates the contact information of the Client User to the Supplier User.

THE USER ACKNOWLEDGES AND ACCEPTS THAT THE HOOD DOES NOT PROVIDE OR IS RESPONSIBLE FOR THE SERVICES PRESENTED, AVAILABLE AND / OR EFFECTIVELY RENDERED BY "USER SUPPLIERS" THROUGH THE HOOD DIGITAL PLATFORMS, OR IN CONNECTION WITH ITS USE, NOR DOES IT ESTABLISH ANY CONTRACTUAL OBLIGATION OF ANY KIND WITH THE "SUPPLIER USERS" OR WITH THE "CLIENT USERS" CONNECTED WITH THE SERVICES PRESENTED, AVAILABLE AND / OR EFFECTIVELY RENDERED THROUGH THE THE HOOD DIGITAL PLATFORM, OR IN CONNECTION WITH ITS USE, NAMELY, RELATED TO THE PRICE OR TO THE LEVEL OF QUALITY AND PERFORMANCE OF THE SERVICES AND / OR EVENTS OF THE SUPPLIER USERS. THE HOOD, OR ITS AFFILIATES, DO NOT CONTRACT THE SERVICES OR EVENTS THAT INCLUDE THE OFFER OF THE DIGITAL PLATFORM FOR BENEFIT, OR FOR THE USE, OF THE CLIENT USER, BEING THOSE OF THE SOLE RESPONSIBILITY OF THE SUPPLIER USER AND BY HIM ACTUALLY RENDERED TO THE CLIENT USER. THE HOOD ASSUMES THE EXCLUSIVE COMMITMENT TO, THROUGH EXPRESS REQUEST AND AUTHORIZATION OF THE CLIENT USER, COMMUNICATED THROUGH THE DIGITAL PLATFORM, PROVIDE THE CONTACT INFORMATION OF THE CLIENT USER TO THE SUPPLIER USER, WITH THE INTUIT OF THE LATTER CONTACTING THE CLIENT USER AND SETTING UP THE EFFECTIVE PROVISION OF THE SERVICES, IN THE TERMS AND CONDITIONS ESTABLISHED BETWEEN THEM. THE OBLIGATIONS OF THE HOOD ARE CONSIDERED COMPLETELY ACCOMPLISHED WITH THE PROVIDING OF THE CONTACT INFORMATION OF THE USER CLIENT TO THE SUPPLIER USER, REGARDLESS OF THE SUCCESS OF CONTACT BETWEEN SUPPLIER USER AND CLIENT USER, OF THE SERVICES BEING OR NOT EFFECTIVELY RENDERED BY THE SUPPLIER USER TO THE CLIENT USER, OR THE TERMS AND CONDITIONS IN WHICH THE SERVICES, PRODUCTS OR EVENTS ARE EFFECTIVELY RENDERED, PROVIDED OR PERFORMED BY THE SUPPLIER USER.

### **3.2. License**

Subject to the User's acceptance of these Terms, The Hood offers him a limited, non-exclusive, non-sublicenseable, revocable, non-transferable license to: (i) access and use the Applications on his personal equipment solely for the purposes of the respective use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services. Any rights not expressly granted herein are reserved by The Hood and its licensors.

### **3.3. Restrictions**

The User is not authorized to: (i) remove any indication of copyright, trademark or other proprietary notices from any space of the Services; (ii) reproduce, modify, make derivative works, destroy, license, rent, sell, resell, transfer, display or publicly display, transmit, reproduce, broadcast, or otherwise exploit the Services, except to the extent expressly permitted by The Hood; (iii) decompile, decrypt or disassemble the Services, except to the extent permitted by applicable law; (iv) create links or reproduce through "frames" any part of the Services; (v) create or launch any programs or scripts to capture, index, collect or otherwise extract data from any portion of the Services or improperly burden or disable the operation and / or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access or impair any aspect of the Services or their respective systems or networks.

### **3.4. Third Party Services and Content.**

The Services may be made available or accessed within the scope of third-party services and content (including advertising) outside the control of The Hood. The User acknowledges that the use of third party content and services may be subject to different terms of use and privacy policies. The Hood makes no warranty as to such third party services and content and under no circumstances will it be responsible for any products or services of such third party suppliers. If the User accesses the Services through applications developed by third parties for mobile devices with the Apple iOS, Android, Microsoft Windows, or Blackberry systems, or otherwise, the third parties are not parties to this agreement and are not responsible, in any way, for the provision of the Services. Access to the Services by the User through such equipment is subject to conditions set forth in the applicable terms of service of the relevant third party beneficiary.

## **4. The use of The Hood Services by the User**

### **4.1. User Accounts**

In order to enjoy most of the features of the Services, the User must register and maintain a personal Active Services user account ("Account"). The User must be at least 18 years old, or of the legal age of legal maturity in the respective jurisdiction (if different from 18), in order to obtain an Account. Access to digital platforms by minors is prohibited, except for those who have prior and express authorization of their parents, guardians or legal representatives, who will be held responsible for acts committed by minors under their responsibility, in accordance with current legislation. In any case, the access by a minor to the digital platform The Hood shall be presumed to have occurred with the prior and express authorization of his/her parents, guardians or legal representatives.

The registration of an account may be effected through the creation of a "Supplier User" and / or "Client User" profile, which obliges the User to submit certain personal information, such as name, address, mobile phone number and age besides, at least, one valid payment method (a credit card or an indication of a partner accepted for payment).

The User agrees to keep his Account information correct, complete and updated. By not maintaining correct, complete and updated information in his Account, such as registering an invalid or expired payment method, he incurs the risk of impossibility of access to, and use of, the Services or termination of this Agreement by The Hood. The User is responsible for all activity in his Account and agrees to always maintain the security and confidentiality of his username and password. Unless otherwise permitted, in writing, by The Hood the User may only own an Account.



#### **4.2. Requirements and User Conduct**

The User may not authorize third parties to use his Account. The User may not assign or otherwise transfer his Account to any other person or entity. The User agrees to comply with all applicable laws in the use of the Services and in the use and / or provision of services, provision of goods or events to which he has access through the Application and may only use them for legal purposes. By using the Services or by using and / or providing the services or goods available through other users of the Application, the user will not cause inconvenience, embarrassment, disruption or damage of any nature to any third party. In certain situations, and in order to access or use, or continue to access the Services, the User may be required to provide proof of identity, and accepts that he may be denied access to or use of the Services if he refuses to give proof of identity.

#### **4.3. Text Messaging**

By creating an Account, the User agrees that the Services may send him messages with informational texts (SMS) as part of the normal operation of his use of the Services. The User may at any time choose not to receive text messages (SMS) from The Hood just by sending an email to [geral@hoodcommunity.pt](mailto:geral@hoodcommunity.pt) indicating that he does not want to receive any more messages, along with the mobile device number on which he receives these messages. The User acknowledges that the option of not receiving text messages (SMS) may affect his use of the Services. Nevertheless, the User acknowledges and agrees that when he authorizes The Hood to make his contact information available to Supplier Users, for the exclusive purpose set forth in 3.1 above, future use of such information by Supplier Users, or any third party, will be considered outside the domain or control capability of The Hood. In this sense, The Hood shall not be liable for any direct or indirect damages, whether in property or non-property, directly or indirectly arising from the abusive use of the Users' contact information.

#### **4.4. Content Provided by the User**

The content provided by Users to The Hood through the Application, such as without limitation, publications, content of any nature, text, audio and / or visual information, including comments and feedback relating to the Services and / or to services, products and events of the responsibility of Supplier Users ("User Content") remain the property of the same. However, by providing User Content to The Hood, you grant The Hood a worldwide, perpetual, irrevocable, transferable, royalty-free license ("Royalties") to use, copy, modify, create derivative works from, distribute, publicly display and perform, and otherwise exploit, in any way, such User Content in all known and future design and distribution formats and channels (including in connection with the The Hood Services and activity and on Third Party sites and services ), without prior notice or consent of the User, and without the need for any payment to the same or to any other person or entity.

The User declares and warrants that: (i) he is the exclusive owner of all User Content or holds all rights, licenses, consents and authorizations necessary to grant to The Hood the license to the User Content in the terms described above; and (ii) neither the User Content nor its submission, transfer, publication or other form of disclosure of such User Content nor the Use of Content by The Hood under the terms set forth herein shall result in the infringement, misappropriation or infringement of the intellectual property or proprietary rights of a third party, or the rights of publicity or privacy, or in violation of any applicable law or regulation.

The User agrees not to submit User Content that is defamatory, libelous, violent, obscene, pornographic, illegal or otherwise offensive, as determined by The Hood at its sole discretion, whether or not such material is protected by law. The Hood may, but is not obligated to, revise, control or delete User Content in its sole discretion and at any time and for any reason, without prior notice to the User.

#### **4.5. Network or Equipment Access**

The User is responsible for obtaining the necessary access to the data network in order to use the Services. The fees and charges for the data network and messages of the User's mobile equipment may apply if he accesses or uses the Services from a wireless device, and he is responsible for payment of such fees and charges. The User is responsible for acquiring and updating the equipment or devices necessary to access and use the Services and Applications and any updates thereof. The Hood does not warrant that the Services or any part thereof will operate on any particular equipment or device. In addition, the Services may be subject to failures and delays inherent in the use of the Internet and electronic communications.

#### **5. Payment**

The User acknowledges and agrees that he may incur expenses as a result of using the services or products he receives from a Supplier User, or as a result of participation in an event organized by a Supplier User, on such terms and conditions as may be agreed between the Client User and the Supplier User, of which The Hood will remain unaware at all times.

For the use of the Services provided through the use of the Application, The Hood will charge the Supplier User the Tariffs in force at any time. The payment of any Tariff is due immediately upon the provision by The Hood of the Client User's contact to the Supplier User, under the terms and for the purposes referred to in 3.1 above and it will be charged by The Hood through the preferred payment method indicated in the User account, after which The Hood will send the receipt by e-mail. If the preferred payment method in the User Account is about to expire, is invalid or otherwise unusable, the User accepts that The Hood may use an alternative method of payment existing in the respective Account, if applicable.

Tariffs include applicable taxes provided by law. Payment of the Tariffs by the Supplier User will be final and non-refundable, even if, for any reason or regardless of the cause, the Supplier User does not establish contact with the Client User. The Hood is not responsible for the information made available by the Users in the respective Accounts register, and may at any time unilaterally suspend or terminate access to The Hood platform to any Users who have confirmedly provided false, inaccurate information or data of which they are not legitimate owners.

In the relationship between the User and The Hood, The Hood reserves the right, at any time and in its sole discretion, to define, remove and / or revise the Services Tariffs, which can be consulted in [www.hoodcommunity.pt/docs/legal](http://www.hoodcommunity.pt/docs/legal) . From the Client User's point of view, and except as otherwise provided in this Terms, no Tariffs will be charged to the Client User for the use of the Services through the Application.

#### **6. Exclusions, Limitation of Liability; Indemnity**

##### **6.1. Exclusion**

THE SERVICES ARE PROVIDED "AS IS" AND "ACCORDING TO AVAILABILITY." THE HOOD DISCLAIMS ANY AND ALL LIABILITY FOR EXPRESSED, IMPLIED, OR STATUTORY STATEMENTS AND WARRANTIES, NOT EXPRESSLY STATED IN THE PRESENT CONDITIONS, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, THE HOOD DOES NOT DECLARE OR MAKE ANY WARRANTY AS TO THE RELIABILITY,



OPPORTUNITY, QUALITY, FITNESS, OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR PRODUCTS REQUESTED THROUGH THE USE OF THE SERVICES, NOR THAT THE SERVICES WILL BE PROVIDED WITHOUT INTERRUPTIONS OR ERRORS. THE HOOD DOES NOT WARRANT THE QUALITY, FITNESS, SECURITY OR COMPETENCE OF ANY SERVICE PROVIDERS (SUPPLIER USERS) THAT PROVIDE THEIR SERVICES, PRODUCTS OR EVENTS THROUGH THE APPLICATION. THE USER ACCEPTS THAT ALL RISK ARISING OUT OF HIS USE OF THE SERVICES AND ANY REQUIRED SERVICE OR PRODUCT RELATED TO THESE IS OF HIS EXCLUSIVE RESPONSIBILITY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

### **6.2. Limitation of Liability**

THE HOOD SHALL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, PERSONAL, PROPRIETARY OR NON-PROPRIETARY DAMAGES, ARISING OUT OF OR IN ANY WAY RESULTING FROM ANY USE OF THE SERVICES, OR USE OF SERVICES PRODUCTS OR EVENTS AVAILABLE TO USERS BY THE USER SUPPLIER THROUGH THE APPLICATION, EVEN IF THE HOOD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE HOOD SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING OUT OF: (i) THE USE OR RELIANCE DEPOSITED IN THE SERVICES OR THE INABILITY TO ACCESS OR USE THE SERVICES, BY THE USER; OR (ii) ANY TRANSACTION OR RELATION BETWEEN USER AND ANY SERVICE PROVIDER (USER SUPPLIER), EVEN IF THE HOOD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE HOOD SHALL NOT BE LIABLE FOR ANY DELAY OR FAILURE IN THE SERVICES, ARISING OUT OF CAUSES OUTSIDE ITS REASONABLE CONTROL. THE HOOD SERVICES MAY BE USED BY THE USER WITH THE INTENTION TO PROVIDE THE ESTABLISHMENT OF A CONTRACTUAL RELATIONSHIP BETWEEN THE SUPPLIER USER AND THE CLIENT USER, FOR THE MARKETING, BETWEEN THEM, OF SERVICES, PRODUCTS, AND FOR THE SETTING UP OF, AND PARTICIPATION IN, EVENTS, BUT THE USER AGREES THAT THE HOOD IS NOT IN ANY WAY RESPONSIBLE BEFORE THEM, FOR THE CONTRACTUAL TERMS AND CONDITIONS THAT THE SUPPLIER USER AND THE CLIENT USER MAY COME TO ESTABLISH BETWEEN THEM.

THE HOOD DISCLAIMS ANY LIABILITY FOR ANY DIRECT, INDIRECT AND / OR ACCIDENTAL DAMAGES, CONSEQUENT ON THE USE OR INABILITY TO USE THE CONTENT CONTAINED ON THE DIGITAL PLATFORMS.

THE HOOD DOES NOT WARRANT TO USERS (I) THE CONTINUITY OF THE CONTENTS AND SERVICES EXISTING IN THE DIGITAL PLATFORMS; (II) THE ABSENCE OF ERRORS IN THOSE CONTENTS; (III) THE ABSENCE OF VIRUSES AND OTHER COMPONENTS THAT MAY CAUSE DAMAGES TO THE DIGITAL PLATFORMS OR THE SERVER THAT OFFERS IT; (IV) LACK OF UTILITY OR YIELD FROM THE CONTENTS OF THE DIGITAL PLATFORMS; (V) THE DAMAGES OR INJURY CAUSED TO THEM OR TO ANY THIRD PARTY, TO ANY PERSON INFRINGING THE CONDITIONS, RULES AND INSTRUCTIONS THAT THE HOOD ESTABLISHES IN DIGITAL PLATFORMS, THROUGH THE VULNERABILITY OF THE SAFETY SYSTEMS OF THE SAME.

LIKEWISE, THE HOOD DOES NOT GUARANTEE THE CONTINUED ACCESS OR THE CORRECT VISUALIZATION, DOWNLOAD OR UTILITY OF THE EXISTING ITEMS AND INFORMATION ON ITS DIGITAL PLATFORMS THAT MAY BE OBSTRUCTED, MADE DIFFICULT OR INTERRUPTED BY FACTORS OR CIRCUMSTANCES THAT ARE OUTSIDE ITS CONTROL.

THE HOOD DOES NOT EXPRESSLY OR IMPLICITLY WARRANT THE QUALITY, ACCURACY, OPPORTUNITY, AUTHENTICITY OR GOOD CONDITION OF THE CONTENT OF THE DIGITAL PLATFORMS AND IS NOT RESPONSIBLE FOR ANY CLAIMS, PENALTIES, INJURY, DIRECT OR INDIRECT DAMAGES, INCLUDING LOST PROFITS, WHICH MAY RESULT EITHER FROM THE USE OF, OR INABILITY TO USE, THE DIGITAL PLATFORMS, OR FROM THE UNAUTHORIZED ACCESS TO, OR ALTERATION OF, THE SAME. HOWEVER, THE HOOD DECLARES THAT IT HAS ADOPTED ALL THE NECESSARY MEASURES, WITHIN ITS POSSIBILITIES AND POSSIBLE IN VIEW OF THE STATE OF THE TECHNOLOGY, TO ENSURE THE NORMAL OPERATION OF ITS DIGITAL PLATFORMS.

NEVERTHELESS, THE HOOD DOES NOT GUARANTEE THE COMPATIBILITY OF CONTENT IN DIGITAL PLATFORMS WITH ALL COMPUTER SYSTEMS AND INTERNET BROWSERS EXISTING AT THE TIME OR WHICH MAY COME TO EXIST IN THE FUTURE. THE HOOD DOES NOT CONTROL OR IS RESPONSIBLE FOR ANY ILLEGAL, OFFENSIVE OR DEFAMATORY CONDUCT OF ITS USERS.

THE ELECTRONIC PUBLICATIONS CONTAINED IN THE DIGITAL PLATFORMS ARE SUBJECTED TO THE PORTUGUESE LAW, TO THE EXTENT IT IS APPLICABLE, INCLUDING FOR EFFECTS OF RESPONSIBILITY FOR THE FACTS, OPINIONS, ARTICLES AND COMMENTS OF PROPERLY IDENTIFIED PERSONS OR ORGANIZATIONS.

THE LIMITATIONS AND EXCEPTIONS CONTAINED IN THIS SECTION ARE NOT INTENDED TO CONSTITUTE A LIMITATION OF LIABILITY OR TO ALTER THE USER'S RIGHTS, IN HIS CAPACITY OF CONSUMER, WHICH CAN NOT BE EXCLUDED BY APPLICABLE LAW.

### **6.3. Indemnity**

The User agrees to indemnify and exempt The Hood and its administrators, managers, directors, employees and agents from and for any and all claims, losses, damages and expenses (including expenses with lawyers) arising out of or in connection with: (i) use of the Services or the services and products obtained through the use of the Services by the User; (ii) the infringement or violation of any of present conditions by the User; (iii) the use by The Hood of its User Content; or (iv) the violation of the rights of any third party, including Supplier Users, by the User.

### **7. Copyright and industrial property rights**

All contents and services on the digital platforms that are not the responsibility of the Users are exclusively owned by The Hood, or third parties, and are protected by Copyright and Related Rights, as well as by Industrial Property Rights, under the applicable legislation, and can not be used outside the conditions allowed on digital platforms and without the prior express consent of The Hood.

All texts, images, illustrations, photographs, advertising, trademarks and other elements of intellectual and industrial property existing in the The Hood Applications, which are not the responsibility of the Users, are protected by law, and any copy, reproduction, broadcast and transmission, use, modification, sale, publication, distribution or any other use, in whole or in part, commercial or non-commercial, is expressly forbidden, whatever the means used. If a User considers that any of the contents of the digital platforms infringes his intellectual property rights, he should send a communication addressed to The Hood with the following information:

- a) Identification data and means of contact of the claimant.
- b) Documentation proving its status as the owner of the rights allegedly infringed.
- c) Detailed list of the rights allegedly infringed by The Hood and, as far as possible, the exact location within the digital platforms.
- d) Express declaration by the claimant that the use of the contents was carried out without the authorization of the holder of the rights



allegedly infringed.

The domain name [www.hoodcommunity.pt](http://www.hoodcommunity.pt) is exclusively owned by The Hood. Any improper and unauthorized use implies an infringement of the rights conferred by its registration and will lead to legal action.

The contents, texts, photographs, drawings, images, logos, computer programs, database and, in general, any intellectual creation existing in the digital platforms, as well as the digital platforms themselves altogether as a multimedia work, are protected by copyright under current legislation.

The User undertakes to respect the rights enunciated and to avoid any action that may harm them, yet in any case The Hood reserves the right to the exercise of whatever corresponding means or legal actions in defense of its legitimate copyright and Industrial property rights.

The use of The Hood digital platforms for illegal purposes or any other purposes that may be considered harmful to the image of The Hood, or of third parties, is expressly prohibited.

#### **8. Links**

The Hood clarifies that the links that the user may find in digital platforms of third parties through different buttons, banners, etc. existing in The Hood digital platforms are managed by third parties. The Hood does not know, control or endorse all information, content, products or services emerging from other digital platforms.

The Hood assumes no liability whatsoever for any aspect relating to digital platforms, in which a link from The Hood digital platforms has been established, specifically and without limitation, about its operation, access, information, quality and reliability of its products and services, and any kind of content in general.

The establishment of any link from the digital platforms to another digital platform alien to does not imply that there is some kind of relationship, collaboration or dependency between The Hood and those responsible for the alien digital platforms.

#### **9. Cookies**

For the applicable rules regarding cookies, please refer to the The Hood Cookies Policy, at [www.hoodcommunity.pt/docs/legal](http://www.hoodcommunity.pt/docs/legal)

#### **10. Privacy Policy**

To learn about The Hood's data protection policy, please see The Hood's Privacy Policy, at [www.hoodcommunity.pt/docs/legal](http://www.hoodcommunity.pt/docs/legal)

#### **11. Governing Law and Jurisdiction**

The Terms and Conditions of Use of The Hood Digital Platforms, as well as the relations established between The Hood and the user are governed by current Portuguese legislation.

Any dispute that may arise between The Hood and the user will be submitted to the Courts of the District of Lisbon, with express waiver of any other.

#### **12. Contact and additional provisions**

In order to clarify any issue related to these terms and conditions of use of The Hood digital platforms, the user should contact The Hood at the following e-mail address [www.hoodcommunity.pt/docs/legal](mailto:www.hoodcommunity.pt/docs/legal)







## Privacy Policy and Personal Information The Hood

### 1. The protection of privacy and personal data is a commitment of The Hood

The protection of privacy and personal data is a fundamental commitment of The Hood, Lda., to the holder of personal data (also, "proprietor") that uses The Hood digital platforms and services.

With the application of the new General Regulation on Data Protection (RGPD), since May 25, 2018, The Hood informs that it is strongly committed and pledged to the protection of the privacy and personal data of the respective holder that uses the digital platforms of The Hood and proceeds, to that extent, to update its Privacy Policy in accordance with all data protection principles and standards that underpin the RGPD.

In this document, we seek to identify the personal data we collect, the purposes we may use them for, how we treat them, who we share them with, how long we keep them, and how we may be contacted and how their rights may be exercised. The Hood suggests and invites to the consultation of the pages dedicated to the privacy and the protection of the personal data, whose updates will be made available in the digital platforms The Hood.

### 2. General Regulation on Data Protection

The new RGPD lays down rules concerning the processing by a person, company or organization of personal data relating to persons in the European Union (EU).

The RGPD protects personal data irrespective of the technology used to treat such data, the protection being technologically neutral, and applying to both automated and manual processing, as long as the data is organized according to predefined criteria (for example, in alphabetical order). It is also irrelevant how the data is stored, in a computer system or on paper; in all these cases, personal data are subject to the protection requirements of the RGPD.

### 3. Who is responsible for data processing?

The Hood, Lda. (The Hood), headquartered at Rua D. Maria I, Lote 149,1675-232 Pontinha, corporate entity 514829540, capital of € 500.00 (five hundred euros), is responsible for the processing of personal data, under the RGPD.

### 4. Data Protection Officer

The Hood has a Data Protection Officer (EPD or Data Protection Officer), who (i) provides information and advises the controller or subcontractor of their obligations regarding privacy and data protection; (ii) controls the compliance of data processing with applicable standards; (iii) advises, when requested, on the assessment of impact on data protection and controls its implementation; (iv) is a point of contact with the holder of personal data to clarify questions regarding the treatment of his data by The Hood; and (v) is the contact point for the control authority (National Commission on Data Protection - CNPD) on treatment-related issues, cooperating with this entity.

The Data Protection Officer of The Hood can be contacted through the e-mail address [marco.nunes@hoodcommunity.pt](mailto:marco.nunes@hoodcommunity.pt).

### 5. Treatment of personal data, scope and amendment of the Privacy Policy

By providing his personal data to The Hood, the holder of personal data will consent to the processing of these personal data in accordance with this Privacy Policy and with the rules and principles contained in the Terms and Conditions of the Digital Platforms of The Hood.

This Privacy Policy applies to data that has been directly provided by the respective holder or collected in accesses of the holder to the digital platforms, and in services, of The Hood. Therefore, The Hood alerts to the fact that digital platforms and services of The Hood have links to other digital platforms and refer to third-party content that is not covered by The Hood's Privacy Policy, so it is advisable that, whenever the holder of personal data navigates on those platforms, he is informed of the content of their privacy policies as well as the applicable terms and conditions.

The Hood reserves the right to change its Privacy Policy, so we advise regular consultation of this document, as well as the Terms and Conditions of Digital Platforms of The Hood. If the Privacy Policy changes, The Hood will post a notice on its digital platforms.

### 6. What kind of information does The Hood collect?

The Hood collects two kinds of information: personal information and anonymous information. Anonymous information occurs while the holder of personal data visits the digital platforms and aims to improve the operation of the same, includ-



ing the management and prioritization of content. Personal information is voluntarily provided by the holder of personal data at the time of the voluntary registration. All data collected is processed automatically, and the information collected from the holder of personal data is encrypted and managed with advanced security and pseudonymization methodology, and with observance of the principles of data minimization, lawfulness, loyalty and transparency in the collection and treatment, limitation of purpose, accuracy, limitation of conservation, integrity and confidentiality.

The registry serves for the holder of personal data to access and use, as a "supplier " or "client" user, the platform of The Hood for the offer and demand of services and events in a certain geographic area, as well as to access subscription services for The Hood newsletters, comments and other features provided by The Hood.

In order to provide certain services, The Hood may have to make personal and anonymous information available to third parties. This will only happen, however, in these specific circumstances:

- a) With the express consent of the holder of personal data;
- b) When in good faith we believe it is required by law;
- c) When in good faith we believe that it stems from contractual stipulation;
- d) When in good faith we believe it necessary to protect our rights or property;
- e) When there is a transfer to a successor or buyer in a merger, acquisition, liquidation, dissolution or sale of assets.

The consent of the holder of personal data shall not be required for disclosure in the situations referred to in points b) to e). In any event, The Hood will attempt to notify him to the extent permitted by law.

**7. What are personal data?**

Personal data is information relating to an identified or identifiable person. Any person who can be identified directly or indirectly is considered identifiable. Also personal data is the set of distinct information that may lead to the identification of a particular person.

Examples of personal data:

- a) Name and surname;
- b) Address of a residence;
- c) E-mail address;
- d) Number of an identification card;
- e) Location data (for example, the location data function in a mobile phone);
- f) IP address (internet protocol);
- g) Cookies;
- h) The holder's phone advertising identifier;
- (i) Data held by a hospital or doctor to identify a person unequivocally;
- j) Sound or image.

**8. Who is the holder of personal data?**

The holder of personal data is the natural person to whom the data relate and who used the digital platforms of The Hood.

**9. Categories of personal data**

TYPE	DATA
Main Identifiers	Name, Civil or fiscal identification number, Passport number, date of birth, marital status, address, telephone number, email address, nationality, photos and files of the mobile device, household data, data related to kinship.
Additional Identifiers	IBAN, geo-location, educational level, gender, occupation, socio-economic data, personal ID, IP address, social network addresses, mobile device type, operating system, operating system version.
Special protection	Personal data of children under 16 years.



## 10. For what purposes does The Hood treat your personal data?

Examples (not exhaustive)

Purposes	Data Treatment
Digital Platforms	Interaction between "supplier" user and "client" user, participation in events promoted through the digital platforms of The Hood, analysis of navigation profiles, adaptation and development of new products, creation of information contents or services (notifications, newsletters, digital platforms of programs and content apps)
Rendering of The Hood services	Analysis of navigation profiles, adaptation and development of new products, information content or services (notifications, intermediation between "supplier" user and "client" user by unlocking telephone contact, newsletters, digital platforms and informative dossiers and content apps)
Content Development	Analysis of navigation profiles, products, adaptation and development of new products, contents or services
Engineering, Systems and Technology	Technical Answers and Complaints
Marketing and Communication	Users of The Hood digital platforms
Files	Registration for solicitation of copies and licencing of content and billing information
[•]	

The Hood will request the user's express consent before using the information for purposes other than those expressly set out in this Privacy Policy.

## 11. When and how do we collect your personal data?

We collect personal data, namely when you make or change your registration and user profile on the digital platforms of The Hood and when you download or use The Hood products, services and applications through The Hood digital platforms and, when applicable, orally or in writing, in contacts that are to be made between the users and employees, collaborators or legal representatives of The Hood.

## 12. What is the basis for the processing of your personal data?

### i. Consent

Your consent must be expressed - in writing, orally or through the validation of an option - and prior, provided in a free, informed, specific and unambiguous manner.

As examples: your consent for The Hood to make available the telephone contact of the "client" user to the "supplier" user for the purpose of establishing contact between both for the provision of a service by the supplier user to the client user, this specific consent is provided by users through the validation of an option when registering on The Hood digital platforms, and is considered renewed whenever the "client user" requests contact by any "supplier" user through The Hood digital platforms.

Specific: consent by minors (16 years)

In the case of the processing of the personal data of minors who may be subject to prior consent, The Hood will require that consent is obtained from the holders of parental responsibilities, namely for participation in contests.

### ii. Contract execution and pre-contractual procedures

When the processing of personal data is necessary for the conclusion, execution and management of a contract entered into with The Hood, namely for the purpose of providing the services available to users of the digital platform of The Hood;

### iii. Compliance with legal obligation

When the processing of personal data is necessary to fulfill a legal obligation to which The Hood is subject, such as, for instance, the communication of identification or traffic data to police, judicial, fiscal or regulatory entities or of location data to ensure emergency services;





#### **iv. Legitimate interest**

The processing of personal data by The Hood may be justified on grounds of legitimate interest related to the execution of the tasks related to its activity as a company, such as data processing for improvement of quality of service, fraud detection and protection of revenue and when The Hood reasons for using it should prevail over the user's data protection rights.

#### **13. How long does The Hood treat and store your personal data?**

The Hood treats and preserves your personal data according to the purposes for which they are processed and only for the period of time necessary to fulfill the purposes that motivated their collection and conservation, and always in accordance with the law, the guidelines and decisions of the CNPD, or, whichever is applicable, until the user exercises his right of opposition, right to be forgotten or withdraw consent.

There are situations in which the law determines the retention of data for a minimum period of time, namely: for one year, traffic and location data for the purpose of investigation, detection and prosecution of serious crimes or for 10 years, the data necessary for information to the Tax Authority.

After the respective storage period has elapsed, The Hood will eliminate or anonymize the data whenever they are not to be kept for a different purpose that may be maintained.

#### **14. Rights of the holder of personal data**

The holder of personal data has rights to information, access and rectification or deletion of personal data and the right to portability of data, the right to limit or oppose the processing of his data, within the scope and under the terms of the RGPD and other applicable legislation.

The holder may withdraw, at any time, the consent that he has given for the processing of his personal data, within the framework of the RGPD. The revocation of consent shall not affect the lawfulness of the processing of personal data hitherto made, based on the consent previously provided.

He has also the right to complain to the CNPD about the processing of his data.

Exercise your rights through the following contacts:

E-mail

geral@hoodcommunity.pt

Postal Communications:

The Hood, Lda.

Ao cuidado de Encarregado da Proteção de Dados

Rua D. Maria I, Lote 149 1675-232 Pontinha

The exercise of rights is free of charge, except in the case of a manifestly unfounded or excessive or unjustifiably reiterated request, in which case a reasonable fee may be charged for costs.

The reply to the request shall be made without undue delay, within one month from receipt of the request, unless it is a particularly complex request or occurs in exceptional circumstances. This period may be extended by up to two months, where necessary, taking into account the complexity of the request and the number of applications received.

In the context of the User's request, he may be asked to prove his identity so as to ensure that the sharing of personal data is only done with its owner.

#### **15. Transmission of personal data**

Personal data may be transmitted to subcontractors for them to handle in the name and on behalf of The Hood. In this case, The Hood shall take the necessary contractual measures to ensure that subcontractors respect and protect the personal data of the holder.

The data may also be transmitted to third parties - entities other than The Hood or subcontractors - such as companies within The Hood, companies with which The Hood develops partnerships, if the owner has consented - or entities to whom the data must be communicated under the law, such as the Tax Authority, judicial authorities, criminal police agencies, among others.

The Hood may occasionally have to transfer its personal data to a third country outside the EU and not included in the list of countries that the EU has already considered to meet adequate levels of protection of personal data. In such cases, The Hood will ensure that data transfers are carried out in strict compliance with applicable legal regulations.

#### **16. Responsibility for The Hood and third party digital platforms**

About the use and processing of personal data of The Hood digital platforms, please consult the Cookies Policy of The Hood.

The Hood is not responsible for the content accessed through any link that causes the holder of personal data to navigate outside The Hood digital platforms or for the processing of personal data in these effected, whenever such links are the responsibility of third parties. The websites and content of third parties are not subject to this Privacy Policy, so we advise that whenever you browse these sites, you should look for and read the privacy policies, as well as the applicable terms and conditions at [www.hoodcommunity.pt/docs/legal](http://www.hoodcommunity.pt/docs/legal).



### **17. What security procedures guarantee the protection of your data?**

The Hood takes all necessary and legally required precautions to ensure the privacy of personal data processed and / or transmitted through its digital platforms. These precautions ensure online and offline security of this information.

For data collection and processing, they will be encrypted through the SSL protocol. This so-called Secure Socket Layer technology is used to improve the security of data transmission over the Internet, encrypting and protecting sensitive data and information, using the HTTPS protocol. SSL guarantees to the holder of personal data that the data will not be fraudulently intercepted and that all information is treated with the utmost security.

### **18. Doubts?**

If you have any questions about any of the topics covered in this document, please contact us to:

E-mail  
geral@hoodcommunity.pt  
Postal Communications  
The Hood, Lda

Ao cuidado de Encarregado da Proteção de Dados  
Rua D. Maria I, Lote 149 1675-232 Pontinha

General Regulation on Data Protection (RGPD): Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, on the protection of individuals with regard to the processing of personal data and to the free movement of these data, which repeals Directive 95/46 / EC (General Regulation on Data Protection) (OJ L 119, 4.5.2016).

Last update: March 27 2019



### **What are cookies?**

"Cookies" are small files that are stored in the access equipment through the browser, retaining only information related to the preferences, not including, as such, the personal data.

### **What are Cookies for?**

Cookies help determine the usefulness, the interest and the number of uses of the websites, allowing for faster and more efficient navigation, eliminating the need to repeatedly enter the same information.

### **What kind of cookies are there?**

There are two groups of cookies that can be used:

**Permanent cookies** - cookies that are stored at the browser level on access devices (PC, mobile and tablet) and are used whenever you make a new visit to any of the digital platforms of The Hood. They are generally used to direct the navigation to the interests of the user, allowing to provide a more personalized service.

**Session cookies** - These are temporary cookies that remain in your browser's cookie file until you leave the website. The information obtained by these cookies serves to analyse traffic patterns on the web, allowing for identification of problems and providing a better browsing experience.

### **For what purposes do we use cookies?**

**Strictly needed cookies** - Allow for website navigation and application usage, as well as access to secure areas of the website. Without these cookies, the services required can not be provided.

**Analytical Cookies** - Used anonymously for the purpose of creating and analysing statistics, in order to improve the functioning of the website.

**Functional Cookies** - Save user preferences regarding site usage, so that there is no need to reconfigure the site each time you visit.

**Third-party cookies** - Measure application success and third-party advertising effectiveness. They can also be used to customize a widget with user data.

**Advertising Cookies** - Direct advertising according to the interests of each user, in order to direct the advertising campaigns taking into account the tastes of the users, and also limit the number of times you see the ad, helping to measure the effectiveness of advertising and the success of the organization of the website.

### **How can you manage cookies?**

All browsers allow the user to accept, reject or delete cookies, and they also inform the user whenever a cookie is received, namely by selecting the appropriate settings in his browser. The user can configure cookies in his browser's "options" or "preferences" menu.

It should be noted, however, that by disabling cookies, the user can prevent certain web services from working properly, which affects, in part or in full, the website navigation.





## Price List

<p><b>UNLOCK SERVICE</b></p>	<p><b>DESCRIPTION:</b> UNLOCK SERVICE - COST 2,99€</p> <p><b>DESCRIPTION:</b> UNLOCK SERVICE UNDER QUOTATION - COST 4,99€</p>
<p><b>UPGRADE ADVERTISE HOOD COMMUNITY</b></p> <p>(ADVERTISE PACK «PROMOTE YOUR SERVICES IN THE NEXT 3; 7 OR 15 DAYS IN RELATED SEARCHES NEAR YOU!»)</p>	<p><b>DESCRIPTION:</b> UPGRADE ADVERTISING HOOD COMMUNITY 3 DAYS COST 1,99€</p> <p><b>DESCRIPTION:</b> UPGRADE ADVERTISING HOOD COMMUNITY 7 DAYS COST 3,99€</p> <p><b>DESCRIPTION:</b> UPGRADE ADVERTISING HOOD COMMUNITY 15 DAYS COST 4,99€</p>
<p><b>UNLOCKING PACKS HOOD COMMUNITY</b></p> <p>(UNLOCKING PACKS IN BLOCKS OF 7 OR 10 UNITS)</p>	<p><b>DESCRIPTION:</b> PACK PRO 2,99€ 10% DISCOUNT - COST <math>(2,99€ * 7) - 10\% = 19,03€</math></p> <p><b>DESCRIPTION:</b> PACK PROMO 2,99€ 25% DISCOUNT - COST <math>(2,99€ * 10) - 25\% = 23,92€</math></p> <p><b>DESCRIPTION:</b> PACK PRO 4,99€ 10% DISCOUNT - COST <math>(4,99€ * 7) - 10\% = 31,76€</math></p> <p><b>DESCRIPTION:</b> PACK PROMO 4,99€ 25% DISCOUNT - COST <math>(4,99€ * 10) - 25\% = 39,92€</math></p>

\*The amounts include VAT at the legal portuguese law.  
In accordance d.L. 138/90 from april 26<sup>th</sup> and d.L.162799 of may 13<sup>th</sup>.

