

GENERAL AND SPECIAL SERVICE TERMS AND CONDITIONS OF SERVICE

Please read the following document carefully. It contains important information related to your rights and duties, as well as your access to this online Platform and / or the service and its use.

Object

1. The present General and Special Service Terms and Conditions (hereinafter referred to as "GSC" apply to all services provided by KEEP WARRANTY Lda., a company incorporated under Portuguese law, headquartered in Av. Miguel Bombarda, 42, 1C 1050-166 Lisboa, with fiscal number 515 540 072, with ASF license number: 420558772, (hereinafter referred as KEEP WARRANTY).
2. The mobile application «KEEP WARRANTY», exclusive property of KEEP WARRANTY, is an application that helps the User:
 - a. Manage, store and organize the guarantees of the equipment acquired;
 - b. Get quotation for insurance (Smartphone, Laptop and Tablet), pay policy premium and get insured instantly;
 - c. Get quotation for Warranty Extension, pay policy premium and get covered instantly;
 - d. Manage, store and organize all insurance policies;
 - e. Manage, store and organize other documents which are relevant to him under "My Stuff" folder;
3. The mobile application «KEEP WARRANTY» is designed to solve the problems that many users have when they need a document and don't have it. It is particularly relevant when:
 - a. Purchasing a certain equipment: know where your warranty is, proof of purchase, expiration of the warranty period (if it is still valid) and manage their status easily and intuitively;
 - b. Purchasing an insurance: know when it expires, its terms and how to claim it, in case it is necessary;
 - c. Purchasing other products and services: know where the proof of purchase is, its terms (ex: Utility bill contract term) and other relevant information which user may wish to keep together and available at all times.
4. The mobile application «KEEP WARRANTY» is also designed to offer users the possibility to acquire an

insurance instantly (get a quotation for insurance, pay and get insured), wherever and whenever the customer wants. Without the need for further validations and analysis, in a totally automated way. It provides the user with all relevant information in an easy and intuitive experience.

5. With this application, the User can easily and quickly centralize all this information, not only creating an intuitive organization of their documents with stored basic information and filling system, but also quick access to the proof of purchase (image) that will be stored in the application.
6. The download and use of the application "KEEP WARRANTY" depends of the express consent of users for the collection, processing and storage of their personal data, being understood as such data and information relating to the Users ("Personal Data"). In the clause entitled "Personal Data", Users will find more detailed information about this subject.
7. Users, when downloading and using the application "KEEP WARRANTY", accept expressly and without any reservation to the present GCS.
8. The present GCS revokes any prior agreement, communication, or understanding occurred between the parties prior to the subscription of the services.

Eligibility and Subscription

1. Only users of legal age and who expressly accept these GCS can register on the Platform.
2. If the User does not accept these GCS, you should immediately abandon the application.
3. The effective use of the application "KEEP WARRANTY" is considered an acceptance of GCS.
4. All Users should carefully read these GCS and be authorized to save or print them if they so wish.
5. Users registration is done through the completion of an Initial Registration Form, available in the application that will allow you to create an account in the application.
6. In this registration, the User will be asked to provide validly the following data: name and surname, email, creation of password, confirmation of password and, optionally, the association of a "thumbnail" image.
7. In order for the account creation in the application to be completed, the user must also press the "Confirm" button and a success message is displayed - "Registration Successful".
8. The data provided by the User shall be part of the User database, which may be used in accordance with what is described in the present GCS.

Registration Cancellation

1. The relationship established between KEEP WARRANTY and the Users of the application will be of indefinite duration.
2. Without prejudice to the above paragraph, a User's registration may be freely canceled by the User at any time.
3. To this end, the User must send an e-mail to info@keep-warranty.com expressly requesting the cancellation of his registration in the application.
4. Upon completion of the registration cancellation process will be sent an email confirmation of cancellation of registration for the user, the time from which the holder loses all rights conferred by the present GCS.

Intellectual and Industrial Property Rights

1. The User of KEEP WARRANTY application expressly acknowledges that all content available in the application belongs to KEEP WARRANTY, or to its partners and / or affiliates.
2. The User acknowledges that "KEEP WARRANTY" is a registered trademark of KEEP WARRANTY exclusive ownership, and its use, reproduction, usurpation or any type of use not expressly authorized by its owner is expressly forbidden.
3. The entire 'KEEP WARRANTY' application as a multimedia work, including its texts, images, trademarks, graphics, logos, buttons, software, color combinations, structure, selection, arrangement and presentation of content codes, source and object are the exclusive property of KEEP WARRANTY, or third parties identified in the application, being totally prohibited its reproduction, distribution and / or public communication, except for private and personal use.
4. The User is expressly prohibited from making any use of the application through modified forms of the software, in particular, and for the purpose of obtaining unauthorized access to the same.
5. The domain keep-warranty.com is the exclusive property of KEEP WARRANTY, and its use is forbidden by any other person, whether natural or legal.
6. The unauthorized and incorrect use of the domain referred in the previous paragraph constitutes a serious violation of the rights of the person responsible for the application, resulting in the initiation of legal proceedings against the offenders.
7. The contents, texts, photographs, drawings, images, logos, computer programs, database and, in general, any intellectual creation existing in the site or the application, as well as the own site /

application as a multimedia work, are protected by copyright in accordance with the legislation in force, being totally prohibited its copy, unauthorized reproduction, or any type of usurpation of the same.

Personal data

1. The Personal Data provided by the Users through the platform will be included in an automated database, controlled by KEEP WARRANTY. The collection and treatment of the User Personal Data, has, as legal basis, his consent to be stored by KEEP WARRANTY, while users are registered in the application and up to 2 years after the last access Used to the application 'KEEP WARRANTY'.
2. All users who register in the application expressly authorize that their Personal Data are collected and treated by KEEP WARRANTY which will only use it for the following purposes:
 - a. User registration in the application "KEEP WARRANTY" and access to online content and services (mandatory condition Application User);
 - b. Contact management with the User;
 - c. Inform the User about new products and services offered by "KEEP WARRANTY", as well as information about other KEEP WARRANTY products and services and, generally, for marketing purposes by KEEP WARRANTY, through any communication channel, including electronic format, in order to maintain the User permanently updated on all offers and promotional campaigns of KEEP WARRANTY;
 - d. Ensure that "KEEP WARRANTY" Application meets the needs and interests and user preferences, through the development and content publishing as adapted as possible to the requests and the type of user, improved search capabilities and functionalities of the application and obtaining aggregated or statistical information relating to the user profile type (consumption profiles analysis or profiling);
 - e. Streaming User's Personal Data to partner organizations of KEEP WARRANTY with the purpose of sending promotional offers to the User or as part of promotional campaigns that are adequate to the interests and preferences the user.
 - f. Streaming User's Personal Data to partner organizations of KEEP WARRANTY with the

purpose of processing the data. This process only occurs to the image/file the User uploads as a proof of the purchase for the warranties he registers. In this process, the file is sent to a processing partner who, using OCR – Optical Character Reading technology, analyses the content and returns the data. In this case, under personal data protection law, KEEP WARRANTY partner is classified as data processor, and therefore does not store the data. In this process, the data which can be available at the proof of purchase file can be:

1. Name;
 2. Address;
 3. E-mail;
 4. Fiscal Number;
 5. Items purchased and price;
 6. Retailer and store details.
- g. Map the country corresponding to the IP address of the user's connection access point, collected solely when the user Registers or Logs In to the app. Keep Warranty is obligated to collect this data to comply with legal and regulatory obligations linked to the services provided in different countries and regulated by the respective national authorities (e.g. insurances and consumer credit, which require country specific licencing). Keep Warranty does not collect location data at any other moment, nor utilizes that information for different purposes from the ones stated. For the mapping of the countries IP addresses', Keep Warranty relies on the services of a third party technological partner, with the data collected being anonymized before being shared via its API, meaning that each location shared cannot be related to any specific user.
- h. Streaming User's Personal Data to the Insurance company and Insurance broker, when a User purchases an insurance or warranty extension. This share of data only occurs if a User buys an insurance. In this process, the data that can be shared with the Insurance partners is:
1. Name and Surname;
 2. E-mail;
 3. Phone Number;
 4. Street Address;
 5. Street number;
 6. Zip Code;
 7. City;
 8. Country;
 9. Insured device IMEI / Serial Number;

10. Insure device Brand;
 11. Insured device Model;
 12. Date of Birth;
 13. Gender;
 14. Debt Amount;
3. Users who register in the application ensure that their Personal Data is true and accurate.
 4. The collection, processing and storage of the User Personal Data by KEEP WARRANTY is under protection of the personal data laws, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter referred to as "GDPR") and other applicable laws and regulations, which may subcontract other entities to make the treatment of the User Personal Data in the name and on behalf of KEEP WARRANTY.
 5. With the Users consent, their Personal Data may be used by KEEP WARRANTY for marketing purposes, in particular for the presentation of trends and promotional campaigns that are of interest to the User, and may also be transmitted to companies with which KEEP WARRANTY establish partnerships with the same purpose. Should the user wish to obtain detailed information about the duty established partnerships should contact KEEP WARRANTY via email info@keep-warranty.com.
 6. With the User consent, KEEP WARRANTY can perform analyzes of their consumption profiles (or profiling), to ensure that the application meets the User needs and offers, and promotional campaigns will meet the interests and preferences of the User.
 7. Each User Personal Data is only used for purposes as the previously referred.
 8. The provision of Personal data and the User express consent to the treatment are needed for the registration of the user in the application "KEEP WARRANTY".
 9. In some cases, the Personal Data may be transferred to third parties located outside the European Union. In this case, KEEP WARRANTY undertakes to ensure that the transfer complies with applicable legal provisions, in particular as regards the determination of the suitability of such country as regards data protection and the requirements applicable to such transfers.
 10. Without prejudice to the provisions of this clause, the data provided by the User, including the Personal Data will be treated in accordance with the provisions established in the present GCS.

User Rights in Personal Data

1. To the User the following rights, with respect to their Personal Data, are guaranteed:

- g. Right of access: the user has the right to obtain confirmation that his Personal Data is subject of treatment, and the right to access his Personal Data under legally enforceable;
- h. Right to Rectification: the user has the right to request at any time, the rectification of the Personal Data and, also, the right to have their Personal Data incomplete, completed, including by means of an additional statement;
- i. Right to erasure: the user has the right to erasure his Personal Data, when apply one of the following reasons: i) the personal data are no longer necessary in relation to the purposes for which they were collected or otherwise processed; ii) the User withdraws the consent on which the data treatment is based and there is no other legal basis for such processing; iii) the User objects to the treatment, under his right to object and there are no prevailing legitimate interests justifying its treatment; iv) the personal data have been unlawfully processed; v) the personal data have to be erased for compliance with a legal obligation in Union or Member State law to which the controller is subject; vi) if User data has been collected in the context of an Information Society services offering to children. Under the applicable legal terms, KEEP WARRANTY is under no obligation to delete User data to the extent that the processing proves necessary to fulfill a legal obligation that KEEP WARRANTY is subject to or for the purposes of declaration, exercise or defense of a right to KEEP WARRANTY in a judicial proceeding;
- j. Right to restriction of processing: the user has the right to limit the processing of his Personal Data, in the following situations (the limitation is to insert a mark in the personal data stored with the aim of limiting their processing in the future) : (i) the accuracy of the personal data is contested by the data subjects, for a period enabling the controller to verify the accuracy of the personal data; ii) if the treatment is unlawful and the User opposes the erasure of the data, requesting, on the other hand, the limitation of its use; iii) the controller no longer needs the personal data for the purposes of the processing, but they are requires by the data subject for the establishment, exercise or defence of legal claims; (iv) if the User has objected to the treatment, until it is verified that the legitimate reasons of KEEP WARRANTY prevail over those of the User. When the User data is object of limitation, may only, except for conservation, be treated with the consent of the User or statement of purpose, exercise or defense of legal claims, rights of defense of another natural or legal person, or for reasons of public interest legally established;
- k. Right to Data Portability: You have the right to receive the personal data that concerns you and that you have provided to KEEP WARRANTY in a structured format, commonly used and automatically read, and the right to transmit this data to another person responsible for the

3. If the requests presented by the User are manifestly unfounded or excessive, in particular because of their repetitive nature, KEEP WARRANTY reserves the right to charge administrative costs or refuse to comply with the request.

Responsibility

1. KEEP WARRANTY assumes no responsibility for any losses or incomplete or incorrect data, due to electronic problems and / or the malfunction of the application, when KEEP WARRANTY has applied the appropriate technical and organizational measures to ensure that the treatment of this data was in accordance with the GDPR and with the applicable legislation and regulations.
2. KEEP WARRANTY has the right to cancel or erase the registration of any User whenever there is suspicion of incorrect or improper handling of Personal data, or in cases where complaint is made properly established by a third party attesting to the violation of their legitimate rights.
3. KEEP WARRANTY shall not be liable for any technical faults or anomalies in networks or telephone lines, online computer systems, servers or suppliers, computer equipment, software, failure of the e-mail service or content readers due to technical problems or congestion of Internet traffic or a web page, or a combination of both, including loss or damage to the User's device.
4. KEEP WARRANTY reserves the right to suspend, deny or terminate service to any User in case of unilaterally consider that the user or intends to use the application in a illegal, abusive or not permitted way under the present GSC or if your use or intent creates, or has potential to create, an adverse impact on the remaining Users of the application.
5. In no event shall KEEP WARRANTY be liable to Users or any other entity for direct, indirect, incidental or consequential damages, whether arising out of the contract, warranty, or tort (including negligence or strict liability) or any other liability.

Renounce

1. To the extent permitted by applicable law, the services provided by KEEP WARRANTY are provided "as is" and as available, and KEEP WARRANTY expressly disclaims any warranties and conditions of any kind, either express or implied, including, but not limited to, the guarantees or conditions of exploitation, fitness for a particular purpose, rights, private use, accuracy or non-infringement.
2. Likewise, KEEP WARRANTY does not guarantee or promise:
 - o. Specific results resulting from the use of the application;

- p. That the services will meet the requirements of the Users;
- q. That services will be available uninterrupted, timely or error-free;
- r. That the results that can be obtained by using the application are accurate.
- s. KEEP WARRANTY does not assume any obligation to supervise activities in the application.

Modification of the General Conditions

1. KEEP WARRANTY may amend the present GSC at any time and should
 - (i) publish a revised version of this document in its application and /or
 - (ii) send information to its Users about the new General Terms and Conditions. It is the responsibility of the Users to regularly consult and maintain their contact e-mail account, which KEEP WARRANTY will use to contact its Users.
2. The revised General Terms and Conditions are deemed to be accepted by their Users if they continue to use the platform after the publication and / or communication of the new General Terms and Conditions of Use.
3. Users who do not agree with the new Terms and Conditions of Use shall cease to use the Application.

Other Pages

1. The provision of links to any other page or location on the Internet is for the convenience of Users and does not imply KEEP WARRANTY's approval of such page, location or its contents. KEEP WARRANTY does not control, review, and is not responsible for outside Internet pages or their content.
2. As presents GSC do not apply to such external Internet pages.

Contact us

If you have questions or concerns about the s present GSC, please contact us: info@keep-warranty.com

General Provisions

1. This agreement brings together all written and oral communications and defines all the parties' agreement on the KEEP WARRANTY application.
2. In the event that any part of this Agreement is found to be illegal, void, or ineffective, the remaining parties shall remain in full force and effect. Illegal, void or ineffective provision shall be understood, as specifically as possible, to reflect the intentions of the parties.

3. All notices under this Agreement must be made in writing and delivered by e-mail.
4. The present application of use of GSC 'KEEP WARRANTY' and the relations established between KEEP WARRANTY and Users are governed by existing Portuguese law.
5. Any litigation that may arise between KEEP WARRANTY and the Users of the application will be submitted to the Courts of the District of Lisbon, expressly waiving any other forum that may correspond to them, without prejudice to applicable mandatory legal rules.

Copyright © KEEP WARRANTY LDA.

All rights reserved. The trademarks, logos and service marks presented on the Platform, as well as the entire contents of the application as a multimedia work, are the exclusive property of KEEP WARRANTY LDA., Or third parties. The use of these marks is not permitted without the prior written consent of KEEP WARRANTY LDA., Or of third parties that may have rights over the marks in question.

SPECIAL SERVICE TERMS AND CONDITIONS - USERS

Services provided

1. KEEP WARRANTY LDA., Through its application "KEEP WARRANTY", makes available to the User an application that helps to manage, store and organize the guarantees of the equipment acquired by the User.
2. The mobile application «KEEP WARRANTY» is specially designed to solve the problems that many users have when purchasing a certain equipment: know where your warranty is, proof of purchase, expiration of the warranty period (if it is still valid) and manage their status easily and intuitively.
3. With this application, the User can easily and quickly centralize all this information, not only creating an intuitive organization of their purchases with stored basic information and filing system of guarantees already expired, but also quick access to the proof of purchase (image) that will be stored in the application.
4. The download and use of the application "KEEP WARRANTY" depends of the express consent of users for the collection, processing and storage of their personal data, being understood as such data and information relating to the Users ("Personal Data"). In the clause entitled "Personal Data", Users will find more detailed information about this subject.
5. In this way KEEP WARRANTY will be responsible for providing the following services to Users who download and register validly in the application "KEEP WARRANTY":
6. Provide software to download the application;
7. Ensure the integrity and smooth operation of the application.

Application Log

1. Each and every user who wishes to register on the application shall be mandatory, complete the online registration form, providing valid registration data expressly accept s GSC and SSTC as well, complete all formalities and procedures communicated by application.
2. In the registration form in the application, the User will be asked to provide validly the following data: name and surname, email, password creation, password confirmation and, optionally, the association of a " thumbnail " image.
3. In order for the account creation in the application to be completed, the user must also press the "Confirm" button and a success message will be displayed " Registration Successful".

4. The data provided by the User will be part of the User database, which can be used according to what is described in the GSC and the SSTC.

Price

The registration in the application "KEEP WARRANTY" is completely free for the Users.

Duration

1. The relationship established between KEEP WARRANTY and the Users is of indefinite duration.
2. Notwithstanding the foregoing, a User's registration may be freely canceled by the User at any time.
3. To this end, the User must send an e-mail to info@keep-warranty.com expressly requesting the cancellation of his registration.

Change of Conditions

1. The KEEP WARRANTY reserves the right to modify at any time without notice, the presentation, the layout and / or contents of the application as well as the wording of GSC or SSTC.
2. In this event, KEEP WARRANTY will make available to the Platform all documents, containing updated versions, being visible and available for online consultation and / or sending this information to Users for their contact email account. It is the responsibility of the Users to regularly consult and maintain their contact e-mail account, which KEEP WARRANTY will use to contact its Users.
3. The changes that were made are considered to be accepted by their users if they continue to use the platform of the publication and / or communication of the same.
4. Users who do not agree with the changes made, shall cease the use of the Application.

Integrity

1. The present SSTC supersede all verbal or written agreements or contracts entered into by the parties prior to and/or during project useful time.
2. Any amendments to the SSTC must be made in writing.

Transfer of Rights and Subcontracting Obligations.

1. Users shall not assign and / or transfer the rights and obligations contained in the present

SSTC.

2. KEEP WARRANTY reserves the right to assign and / or transfer, at any time, the third party and its rights and obligations contained in these SSTC, and this fact is communicated to the User, which, in the following, is free for cease to use the Application.
3. KEEP WARRANTY also reserves the right of being able to outsource other natural or legal persons in order to comply their obligations under the present SSTC, as required by law.
4. These subcontractors may not transmit the User's data to third parties without the KEEP WARRANTY has given in advance and in writing, permission to do so, also being prevented from hiring others without prior authorization from KEEP WARRANTY.
5. KEEP WARRANTY is committed to subcontracting only entities that have sufficient guarantees to execute the appropriate technical and organizational measures, in order to ensure the protection of the rights of Users. All entities subcontracted by KEEP WARRANTY are bound to KEEP WARRANTY by means of a written agreement in particular, the purpose and duration of the processing, the nature and purpose of the processing, the type of personal data, the categories of data subjects and the rights and obligations of the parties.

Communications

1. All communications between KEEP WARRANTY and Users related to the present SSTC and / or the "KEEP WARRANTY" app must made in writing and in accordance with the notification procedures established in these SSTC or in the GSC.
2. For all other cases not expressly regulated in the SSTC, all written communications must be sent by e-mail to the following e-mail address - info@keep-warranty.com

Final dispositions

1. Partial Invalidity. If any clause of the present SSTC is deemed null or voidable, or there is an impossibility to comply with said clause due to legal provisions or third-party facts, the remainder of the clauses shall keep their full effects.
2. Non-Exercise of Rights. The non-exercise, or late or partial exercise, of any right that attends KEEP WARRANTY under these SSTC, does not imply a waiver to said right not prevents subsequent exercise.
3. Version incompatibility. This Terms are made available in several languages. In case there is an

incompatibility between versions of this terms translated in other languages, the Portuguese version controls, and for legal effects is the only one accepted.

Legislation and Jurisdiction

1. Both KEEP WARRANTY and Users shall use their best efforts to reach an amicable solution regarding any questions or disputes arising in the scope of the execution of these SSTC.
2. If such amicable settlement cannot be reached under the terms of paragraph 1 above, all issues regarding Agreement Construction, validity, execution, or termination shall be settled by the District Court of Lisbon, expressly waiving any other.