

## 1. INTRODUCTION

1.1. This document contains the Terms and Conditions that regulate the access and use of the website Espólio Fotográfico Português, (hereinafter referred to as "EFP or Foto Beleza"), available through the website [www.espoliofotograficoportugues.pt](http://www.espoliofotograficoportugues.pt) (hereinafter referred to as the "Website"), which, as a whole, constitute the General Terms and Conditions of Use of the Website Espólio Fotográfico Português (hereinafter "Terms and Conditions").

1.2. By accessing the Website, the respective user (hereinafter referred to as the "User") agrees to respect and comply with these Terms and Conditions. Please read these Terms and Conditions carefully before using the Website. The use of the Website by any User will be regulated by these Terms and Conditions, and their use implies the acceptance of them by the User. In the event that the User does not wish to be bound by these Terms and Conditions, he/she must refrain from using the Website; in some circumstances, the express non-acceptance of the Terms and Conditions may even make browsing the Site unfeasible.

1.3. The Website is managed by Foto Beleza – Galeria de Arte Fotográfica, S.A., NIPC 500 900 647, headquartered at Rua de Miragaia, n.º 103, in Porto.

1.4. Foto Beleza's contact details are:

Email: [info@espoliofotograficoportugues.pt](mailto:info@espoliofotograficoportugues.pt);

Mail: Rua de Miragaia, n.º 103, 4050 387 Porto.

Without prejudice to the other clauses of these Terms and Conditions, Foto Beleza authorizes any User to use this Website only for personal, informational or commercial purposes (with regard to the products marketed by Foto Beleza), as provided for in these Terms and Conditions, complemented with the provisions of the Terms and Conditions of Service Provision and Sales Policy. Access to and use of the Website is made available exclusively for personal use and for the promotion of Foto Beleza's activity.

Foto Beleza reserves the right to evaluate at its discretion the compliance with these Terms and Conditions by any User. The license of use may be revoked by Foto Beleza at its discretion and at any time, as well as the possibility for it to exercise its rights, to the maximum extent permitted by law.

By accessing the Website, the User acknowledges and accepts that the content of the Website may be incomplete, inaccurate, not up to date, or that it may not meet their needs and requirements.

## 2. PRIVACY

2.1. The personal data of Users that are collected by Foto Beleza will be treated in strict compliance with the applicable legislation.

2.2. We want Users to be aware of the general rules of privacy and data processing that we collect and process in the context of making the Website available. The Privacy Policy (hereinafter referred to as the "Privacy Policy") is an integral part of these Terms and Conditions, which includes the rules applicable to the use of cookies and mechanisms for storing and accessing information and can be consulted through the [link](#). We ask that you please read the Privacy Policy carefully before using the Website.

### 3. USE OF THE WEBSITE

3.1. The User is solely responsible for the use of the Website and the use made of it, including the information contained therein.

3.2. It is expressly forbidden to use the Website for illicit purposes or purposes contrary to the law, as well as for commercial purposes, other than those pursued by Foto Beleza.

3.3. The User may not interfere, in any legal or illegal way, with the content and information contained in the Website, undertaking not to use any device, software or other capable of affecting or attempting to interfere with the availability and public access and/or the correct functioning of the Website, under penalty of being civilly and criminally liable for such acts.

3.4. The availability of the Website may be suspended or interrupted, temporarily or permanently, at any time and without any prior notice, namely for maintenance, without such suspension or interruption being able to serve as a basis for any claim for compensation, for any reason, for any User.

### 4. INTELLECTUAL PROPERTY AND IMAGE RIGHTS

4.1. The contents, including, but not limited to, the icons, images, graphics, text, photographs and functionalities existing on the Website are protected by industrial property rights (hereinafter referred to as intellectual property rights) and/or copyright. Such content subject to copyright, intellectual property rights and domain names is the exclusive property of Foto Beleza or third parties that have authorized their use on the Website.

4.2. Under the terms of the law and these Terms and Conditions, the User may not copy, use, transfer, rent, sublicense, alter, adapt, attempt to modify or alter the source code, perform reverse engineering operations, decompile or disassemble, in whole or in part, the content of the Website.

4.3. By accessing the Website, the User also agrees not to copy, reproduce, alter, modify or publicly disclose any content of this Website and not to insert or implement any link to this Website on any website owned, maintained and/or operated by him or by a third party, his employer or not, without the prior express authorization of Foto Beleza or third parties previously indicated by it, except in the case of personal information and provided that the copy of these materials complies with the provisions of the applicable legislation on intellectual property rights and due mention is made of the ownership of the original material.

4.4. Failure by the User to comply with the conditions set out in the previous numbers implies, without prejudice to any applicable civil and criminal liability, the destruction of any copies, reproductions, transmissions or other derivative works and/or equivalent made by the User.

4.5. If the User becomes aware of any abusive use of the Website and its contents, he/she agrees to immediately notify Foto Beleza of such facts, through any of the means of contact indicated in clause 1.4. above.

## 5. LINKS TO OTHER WEBSITES

5.1. If the Website provides links to third-party websites or to content made available by third parties ("Other websites"), Foto Beleza, through these Terms and Conditions, informs that the provision of links to such Other websites are included only for informational purposes and for the convenience of the User. Foto Beleza does not control the Other Websites and, therefore, is not responsible for such Other Websites or for the content or products of the Other Websites (including, without limitation, the reference to social networks) and is not responsible for any damages or losses that may result from the use of the Other Websites by the User, as well as for the processing of personal data during internet browsing operations. Access to any Other Website, through a link on the Foto Beleza Website, will be made at the sole responsibility and risk of the User.

5.2. The User should therefore pay particular attention when connecting to Other Websites through links on the Foto Beleza Website and carefully read the respective terms and conditions and privacy policies.

5.3. Foto Beleza hereby excludes any responsibility for the reference made to third-party websites, for the respective content or for the activity developed by these websites, including advertising activity; Foto Beleza will also not be responsible for any damages or losses that originate, directly or indirectly, from the use of third-party websites.

## 6. LIMITATION OF LIABILITY

6.1. It is Foto Beleza's concern that the Website corresponds to the level of satisfaction expected by the User. There are, however, guarantees that cannot be assumed, as provided herein.

6.2. The information made available on the Website is provided "as is", without any warranty or condition, express or implied, as to the content of the Website or the accuracy of any information or representations contained therein, or instructions, advice and opinions. Foto Beleza will make every effort to include accurate and current information whenever possible but does not make any warranty regarding its accuracy or completeness. However, we emphasize that Foto Beleza does not assume any obligation to update the content. Please note that the information contained on the Website may include inaccuracies, typographical errors or may have become outdated.

6.3. Users are solely and exclusively responsible for the use of the Website and its contents.

6.4. Foto Beleza does not guarantee, nor can it guarantee that the Website is free of viruses or any other element that may negatively affect the technology.

6.5. Under no circumstances may Foto Beleza and/or the agency providing the service and/or their legal representatives and/or employees be held liable for any direct, indirect or consequential losses or damages resulting from, arising from or related to:

- (i) the use or performance of the Website;
- (ii) with the User's inability to use the Website;
- (iii) or with the reliance on any content displayed on the Website.

6.6. Users undertake to indemnify and exonerate Foto Beleza, as well as its legal representatives, partners and employees, from any damages, liabilities, claims or requests for compensation, including expenses and costs of representation, filed by third parties as a result of the use of the Website in terms that do not comply with these Terms and Conditions, and/or due to the violation of the conditions set forth therein, and/or resulting from a breach of the representations and warranties contained in these Terms and Conditions.

## 7. YOUR REPRESENTATIONS AND WARRANTIES

You acknowledge and represent that:

- a) you have read and understood these Terms and Conditions;
- b) will refrain from reproducing, duplicating, copying, selling, reselling or by any means commercially exploiting the Website or its contents, or part thereof, as well as refraining from using or reproducing the trademarks or any intellectual property rights of Foto Beleza;
- c) will not publish or use false, injurious or defamatory information;
- d) refrain from using, directly or indirectly, the services or the Website for purposes contrary to the law or not in accordance with the principles contained in these Terms and Conditions;
- e) will not propagate viruses, spyware, adware, rootkits, backdoors, or Trojan viruses or other similar computer threats;
- f) you will not use software or other automatic or manual mechanisms to copy or access control of the Website or its content.

## 8. SUGGESTIONS AND COMMENTS

If you wish to make any suggestions or comments about the Website or if you have any doubts that you wish to have clarified, please contact Foto Beleza through one of the means referred to in Clause 1.4. Above.

## 9. CHANGES TO TERMS AND CONDITIONS

9.1 Foto Beleza reserves the right, at any time, in whole or in part, at its sole discretion and without prior notice, to change or update these Terms and Conditions, as well as its Privacy Policy.

9.2 Any changes or updates to these Terms and Conditions, as well as those to the Privacy Policy, will come into force as soon as they are published in the respective section of the Website. Users are advised to regularly consult the sections of the Terms and Conditions and the Privacy Policy, to check the most up-to-date versions and confirm their acceptance of the terms of the same.

9.3 In the event of a conflict between these Terms and Conditions and those that may be subsequently published as a result of amendments, the latter shall prevail over the former.

## 10. MISCELLANEOUS

10.1 The partial invalidity of any of the Terms and Conditions will not affect the validity of the others, which will remain valid and fully in force; the part affected by the invalidity will be governed by the applicable supplementary rules, with recourse, if necessary, to the rules of integration of legal transactions.

10.2. The invalidity of any of the provisions contained in these Terms and Conditions will result in the deletion of the relevant provision of the Terms and Conditions, and the remaining provisions of the same will remain fully in force and producing their effects.

10.3. These Terms and Conditions shall be governed by Portuguese law and shall be interpreted in accordance with Portuguese law, in accordance with contracts entered into and executed in this country. In the absence of an amicable agreement between the parties, the respective conflicts and disputes of any nature relating to the formation, execution or interpretation of these Terms and Conditions will be definitively resolved by the Judicial Courts of the district of Porto, with express waiver of any others.

10.4. The User may contact us for any question related to the Terms and Conditions or for any question related to the use of the Website, through any of the means of contact indicated in clause 1.4. above.