

TERMS AND CONDITIONS OF SERVICE PROVISION AND SALES POLICY

Updated: July 2024

1. Subject matter and scope

1.1. These Terms and Conditions of Service Provision and Sales Policy (hereinafter referred to as "Terms and Conditions of Sale") establish the conditions of sale of products or services made available on the Website www.espoliofotograficoportugues.pt (hereinafter referred to as the "Website"), owned by Foto Beleza – Galeria de Arte Fotográfica, S.A., headquartered at Rua de Miragaia, n.º 103, parish of Cedofeita, Ildefonso, Sé, Miragaia, Vitória, municipality of Porto, district of Porto, with share capital of € 50,000.00, legal person identification number 500 900 647, registered at the Commercial Registry Office of Porto (hereinafter referred to as "Foto Beleza").

1.2. It is advisable to carefully and fully read these Terms and Conditions of Sale before purchasing and using the products or services made available by Foto Beleza. If you do not agree, partially or totally, with them, you should not continue.

1.3. For the purposes of these Terms and Conditions of Sales, the expression "Customer" means a natural and/or legal person who accesses, acquires and uses Foto Beleza's products or services. The expression "Products" assumes the scope of buying and selling products or services in relation to the activities listed in clause 3.1 of these Terms and Conditions of Sale.

1.4. The acquisition of Products on the Website by Customers implies knowledge and acceptance of these Terms and Conditions of Sale, the [Privacy Policy](#), as well as the [General Terms and Conditions of Use of the](#) Foto Beleza Website, which can be consulted through the respective links.

2. Validity

2.1. The Terms and Conditions of Sale of Foto Beleza come into force from the date of their publication on this Website, reserving the right, at any time and without prior notice, to change and update them, as well as to suspend or close this Website.

2.2. The Customer will be subject to the Terms and Conditions of Sale in force at the time of purchase of the Products.

3. Sale of Products

3.1. The Products sold by Foto Beleza include:

a) Printed photos included in the Espólio Fotográfico Português and published on the Website;

b) Photos in digital format, if requested by the Customer directly to Foto Beleza and the latter accepts it.

3.2. The Products are acquired at the Customer's own risk who, at the time of purchase, will have access on the Website to general information and conditions relating thereto.

3.3. Depending on their availability, the Products offered for sale by Foto Beleza are those that appear on its Website and in its paper or electronic catalogues (hereinafter "the Offer").

3.4. Foto Beleza reserves the right to modify at any time the content of its Offer and/or the characteristics of the Products of which it is composed.

3.5. It is understood that the descriptions and information relating to the Products contained in the Foto Beleza Offer are provided to the Customer for informational

purposes only and are not exhaustive. The images of the Products, whatever their nature and medium, are not contractual in nature.

3.6. Foto Beleza makes every effort to ensure that the information presented is free of typographical errors and, whenever they occur and are detected, it will correct them as soon as possible. Foto Beleza cannot be held responsible for errors in the values and/or characteristics of the Products resulting from technical problems beyond its control.

3.7. In the event that a product is unavailable, Foto Beleza reserves the right to replace it with another product of quality and price equivalent to or higher than the one initially ordered.

3.8. The acquisition process can only be started after the Customer's registration on the Foto Beleza Website and is carried out through a digital platform, SIBS, and to which the Customer will be automatically redirected to carry out the acquisition process of the Products. Although the payment platform is incorporated into the Website, it is managed by third parties and, therefore, responsible for the execution, incorrect execution, insufficient or non-execution of a payment transaction. Its use implies knowledge and acceptance of the terms and conditions of SIBS, and it is therefore the Customer's sole responsibility to consult and comply with these terms and conditions, available at <https://www.sibs.com>.

3.9. The Customer must pay for the Services through the payment methods that are made available at any time, namely: credit card, ATM, and MB Way.

3.10. Once the purchase order is completed, the Customer will receive an automatic email confirming their purchase, coming from noreply@espoliofotograficoportugues.pt. If the data is not correct, the Customer must change it by writing to the email info@espoliofotograficoportugues.pt.

3.11. If the Customer does not provide their personal data for billing purposes, the invoice will be issued as an undifferentiated customer.

4. Supply, Transportation, and Delivery associated with the Sale of Products

4.1. The supply or delivery of the Product is determined by the confirmation of purchase. Any changes or additions to the purchase will only be valid after being accepted, in writing, by Foto Beleza.

4.2. Purchases are subject to the availability of Foto Beleza stock or the indication of the delivery time provided by other entities.

4.3. Foto Beleza undertakes to deliver or have delivered the Products to the place indicated by the Customer, as long as its facilities are located in mainland Portugal. Orders for PO Box deliveries or consignment are not accepted. If the place indicated by the Customer does not respect these conditions, Foto Beleza may, at the request of the Customer and as an accessory service, deliver the order to the respective location, upon payment of the additional costs arising therefrom, previously communicated and accepted by the Customer.

4.4. In the event of omission by the Customer, that the place of delivery does not comply with the conditions indicated above, or in the event that the Customer has not accepted the proposal of the ancillary delivery service, the risk of the goods is borne by the Customer, provided that they are transported to the address indicated by him.

4.5. Foto Beleza does not assume the assembly or installation of the Products supplied by it, unless expressly requested by the Customer in this regard, in which case Foto Beleza will present a budget with the respective costs inherent to these operations.

4.6. Upon delivery, the Customer, in the presence of the carrier, must check the good condition of the delivered packages. If the packages show signs of damage or violation, the Customer must register such facts on the transport note, and, if possible, take photographs, informing Foto Beleza of them, in writing, within a maximum period of 72 hours, under penalty of not accepting any complaints, on this basis. The same applies to shortages and/or damage verified inside the package/material, these must be reported, within 72 hours, after delivery. The above-mentioned procedure is also applicable to non-conformity relating to the provision of ancillary services to the sale that, if any, have been agreed for the delivery to be carried out.

4.7. Foto Beleza retains ownership of all goods supplied until full payment of the price of the same and the corresponding ancillary services. Therefore, the transfer of ownership of the goods sold by Foto Beleza only takes place on the date on which the Customer has paid the full price.

4.8. If the obligation to pay is in arrears, Foto Beleza is granted the right to return the goods supplied, at the expense of the defaulting Customer, provided that for this, it expresses to him, by registered letter with acknowledgment of receipt, the intention to exercise his right.

5. Deadlines for delivery and performance of ancillary services

5.1. Foto Beleza will communicate, in writing, the delivery time of the purchases. It is expressly understood that the deadlines communicated by Foto Beleza are merely indicative, so their non-compliance may in no case hold Foto Beleza liable.

6. Prices

6.1. The prices contained in the Foto Beleza Offer are fixed in Euros and include value added tax (VAT) at the legal rate in force applicable at the time of purchase.

6.2. The prices of the Services may be changed as long as the conditions justify it, namely, by an unforeseen increase in government charges, taxes or surcharges, as well as the change of any external costs beyond the control of Foto Beleza.

7. The right of free withdrawal by the Customer

7.1. The Customer who is considered a consumer under the terms of Decree-Law No. 24/2014, of 14 February, i.e., a natural person who acts for purposes that are not part of the scope of his commercial, industrial or professional activity, may exercise his right of free withdrawal under the terms legally provided for and indicated below, with the exception of paragraph 7.6 of this Clause.

7.2. As a consumer, the Customer has the right to withdraw from the contract, without giving any reason and without incurring any costs, within 14 (fourteen) days from the day of purchase of the Product or Service, unless within this period he has already used the Product or Service.

7.3. The exercise of the right of free resolution must be made by the Customer to Foto Beleza, through a written statement and sent to the email info@espoliofotograficoportugues.pt. For this purpose, the Customer must send documentation to accompany the declaration, namely, a copy of the invoice for the Product or Service and an indication of the intended consequence: exchange or refund of the amount paid.

7.4. In the event of a return, all payments made relating to the Products purchased will be refunded to the Customer, after receipt and verification of their condition under

the terms of the paragraph above, without undue delay and, in any case, no later than 14 (fourteen) days from the date on which Foto Beleza received the declaration for the termination of the contract concluded.

7.5. The refund of the amounts paid will be made through the same means of payment used by the Customer in the initial purchase operation. In the event this return by the same means is not possible, for technical reasons, the Customer must provide his NIB or IBAN for the process of returning the amounts paid.

7.6. The provisions of the preceding paragraphs shall not apply to non-consumers. In these cases, Customers should consult the following rules:

7.6.1. The Customer has a maximum period of thirty (30) working days, from the date of delivery of a product, to make and/or request its return, via email.

7.6.2. The organization of the transport of the product in question, and the respective related costs, will be borne by the Customer, if the reason for the return is his responsibility. If this is not the case, Foto Beleza will then take care of the organization and the costs related to the transport of the product in question.

7.6.3. The returned product must be in new condition, i.e. never have been used, in its original packaging intact, accompanied by all its accessories and documentation. If the product is returned by the Customer in violation of these conditions, Foto Beleza reserves the right not to accept the return.

7.6.4. Subject to compliance with all these conditions, the Customer may benefit from the replacement of the returned product, or the issuance of a credit note, on which a refund may be issued, for the purchase price of the returned product. Any other payment to the Customer, regardless of the basis and/or nature of the same, is excluded.

8. Cancellation, delay, or changes in delivery of the Products

8.1. Foto Beleza reserves the right to freely and arbitrarily suspend, cancel, postpone or change the delivery of the Products for reasons of force majeure, such as the occurrence of external, unpredictable events, beyond the control of Foto Beleza, namely, of a political-social nature (war, riots, pandemics, epidemics, among others) or of a natural nature (earthquakes, floods, fires, among others), situations of mechanical problems, medical emergency, strike or work stoppage on site, local holidays and other reasons of force majeure, among others, without any obligation to compensate the Customer.

9. Quality and warranty

9.1. The presentation, through photographs, images, videographies, shapes, colors, among others, of any Services made available on the Website may not correspond exactly to reality, due to, but not limited to, constraints on Internet connectivity by the Customer, use of technological-computer devices by the Customer incompatible with the version of the Website, natural wear and tear of bodily things resulting from their regular and expected use, or by the existence of artistic creation content.

10. Validity of promotions

10.1. Any promotion that Foto Beleza advertises on its Website is valid only for the period of validity that expressly results from the information in which it is displayed there and may not be applicable in the physical store.

10.2. In the event of any clerical errors regarding the Services covered, prices or other promotional information, Foto Beleza reserves the right to freely cancel any purchase and sale made under such errors, without prejudice to the purchase amount being refunded to the Customer.

10.3. For the purposes of this clause, promotion is understood to be any sale that aims to promote the sale of certain Products, or the launch of a Product not previously marketed by Foto Beleza in the same commercial establishment, as well as the development of its commercial activity.

11. Customer Support & Complaints

11.1. For any clarification related to the Services and/or complaints, the Customer may contact customer service through the email info@espolfotograficoportugues.pt.

11.2. The Customer may also submit their complaint through the Complaints Book, in online or physical format, made available for this purpose by Foto Beleza.

12. Responsibility

12.1. Foto Beleza will only be liable for damages suffered by the Customer in the event that such damages result from attributable breaches of its contractual obligations to the Customer or arising from applicable legislation.

12.2. Foto Beleza cannot be held responsible for damages suffered by third parties and/or by the Customer resulting from an improper use, by negligence or willful misconduct, of the Products, by themselves.

12.3. Foto Beleza does not assume responsibility for any damages, direct or indirect, that may occur as a result of the use of this Website or any others connected to it. Likewise, it does not guarantee that access to said sites will be uninterrupted or free of errors, viruses or other harmful content, and is not subject to any liability arising from claims for these facts.

12.4. The Customer undertakes not to use any offensive, illicit or contrary content on the Website, nor to insert false, biased or misleading data, being responsible for any conduct in violation of this obligation. In the event of any such circumstances, Foto Beleza will cooperate fully with the competent law enforcement authorities.

13. Intellectual and industrial property

13.1. The trademarks, names and other elements presented on the Website are protected under the terms of the legal provisions applicable to intellectual and industrial property and in accordance with the [General Terms and Conditions of Use of the Website](#).

13.2. The use, reproduction or representation, partial or total, of these elements is strictly and expressly prohibited and must be subject to prior written authorisation from Foto Beleza or the respective owners.

14. Privacy

The processing of personal data carried out by Foto Beleza complies with the EU and national legislation currently in force, namely, Regulation (EU) No. 679/2016, of 27 April (General Data Protection Regulation of the European Union) and Law No. 58/2019, of

08 August (Personal Data Protection Law). For further information, the following is available on this Website: [Privacy Policy](#), whose careful and integral reading is advised.

15. Interpretation, Applicable Law and Venue

15.1. These Terms and Conditions of Sale are drawn up and interpreted in the light of Portuguese law.

15.2. In the event that any provision of these Terms and Conditions of Sale is declared null, ineffective or voidable, this will not affect the validity or effectiveness of the remainder, which will remain in full force.

15.3. In the event of a dispute, the competent forum is that of the Judicial Court of the District of Porto, with express waiver of any other, without prejudice to the application of mandatory rules.

16. Arbitration

16.1. Under the terms of Law No. 144/2015, of September 8th, the Customer may submit a complaint to the following Dispute Resolution entity: Consumer Information and Arbitration Center of Porto: www.cicap.pt.

16.2. Foto Beleza declares that it has not joined any of the dispute resolution entities, so it is not bound to accept that the resolution of any dispute is submitted to any alternative means of dispute resolution.

16.3. For more information, the Customer should consult the Consumer Portal: www.consumidor.pt.