



## **Terms and conditions and Privacy Policies**

### **1. Introduction**

Wine & Soul Lda. It is a private limited society with its headquarters in Avenida Júlio de Freitas, nº6, Vale Mendiz 5085-101, Pinhão, Portugal, registered at the Commercial Registry Office under the unique registration number and legal person 506 538 486.

This website and its content belong to Wine & Soul (unless otherwise stated).

Wine&Soul has the commitment of ensuring a quality service to its clients, including all the aspects that are related with protection and treatment of personal data.

In order to secure your personal data in accordance with the general data protection regulation, we ask that you read our data protection and privacy policy.

By visiting our website you agree with this policy and consenting our use of cookies according this policy, so that we can continue respond to your request for proposals, quotes, invoices, as well as communications about news, new services and products in order to make our communication with your efficient.

In name of Wine & Soul we thank you in advance your attention and collaboration.

### **2. How and for what purposes is your personal data used?**

Wine & Soul uses collected information to reply via e-mail, SMS, phone calls or any other means of communication specified by the client, concerning any request motions, budgets, invoices, as well as communications concerning news, new services and products, inquiries concerning quality control of our services to future contacts.

### **3. Disclaimer of warranties**

The use of this website is at the user's individual risk. This website and its content are supplied without any type of guarantees to the user, whether expressed or implied, including, but not limited, to warranties merchantability, non-infringement of third party rights and suitability for a specific purposr or any guarantee that access to this website is uninterrupted and/or free from errors that is safe and free from viruses or dmage to the

user from any source or, that the information contained in this website is complete, accurate and/or current.

#### **4. Terms and conditions**

When browsing this website, the user agrees to be bound by the terms and conditions of use and privacy described below. Wine & Soul may change the terms and conditions of use and privacy without prior notice.

The Terms and conditions will be written and interpreted according to the Portuguese law. The user consents, irrevocably, with respect to the attribution of the jurisdiction of the courts located in Portugal to hear about any arising action and/or related with the present terms and conditions and /or the use of this website.

Wine & Soul keeps this website for individual use in countries and other territories in which the consumption of alcoholic beverage is legal, as well as, for people that have the legal permission of consuming alcoholic beverages.

The User of this website must abandon it if:

- Doesn't accept the terms and Conditions
- Doesn't have the legal age for consumption of alcoholic beverages in its country and/or other territory where you are.
- If you are in and country and /or territory where the access to this website are not allowed.

#### **5. General Provisions**

If any provision contained in the present Terms and Conditions is considered by any court with competent jurisdiction as being revoked, the invalidation of any of these provisions will not affect the validity of the other, which will remain in full force.

#### **6. Use of Materials**

You can print or have third parties to print any downloadable material, that is transferable to your computer, contained in this website under the following conditions:

- The material must be for personal use only and not commercial;

- Copyrights or any other property indications must not be removed from any material;
- The material must not be altered in any form;
- You must have Wine & Soul's written prior consent.

## **7. Copyrights, Trademarks and other Property rights.**

The content of this website, including, but not limited to, brands, designs, logos, text, images, audio materials and video, is the exclusive property of Wine & Soul, unless otherwise stated. The user is not allowed to display, reproduce, distribute, modify, transfer and /or in any otherwise use the Wine & Soul material in any way for any public and/or commercial purpose, without Wine & Soul's prior written consent.

## **8. Use of Cookies**

What is a cookie? It's a file that is imported to your computer or any other devices when accessing certain web pages, that allows the collection of information about your browsing. In some cases, the Cookies are necessary in order to facilitate the browsing of a user and its equipment.

Through the way the existing information or the way the user uses the equipment, they can be used to recognize the user.

Blocking all cookies will have a negative impact on the usability of several websites. If you block cookies you won't be able to use all the functionalities of our website.

Identification of used cookies;

Session cookies – are temporary, the cookies are generated and available until the session is finished. The next time the user accesses its internet browser cookies won't be stored. The obtained information allows managing the session, identifying problems and also to supply with a better navigation experience.

Analytical cookies – These cookies are used to analyze the use of the website from User's, allowing to highlight articles or services that might be of User's interest, monitor the performance of the website, knowing the most popular pages, which method of linking pages is more efficient or determine the reason of why some pages are receiving error messages. These cookies are used only for creation and statistical analysis purpose, without collecting any personal information.

Functional cookies- These cookies allow you to remember the user's preferences regarding to the website browsing. This way you won't be needing the configurate or personalize it every time you visit it.

#### Disabling Cookies:

The user can allow, block or eradicate the installed cookies on its equipment through the configuration of the navigation option installed on the computer. Please read carefully the help of your browser section to know more about how activate the "private mode" or unblock certain cookies.

Internet Explorer: Tools -> internet options -> privacy -> configurations.

To know more about it, you can consult Microsoft support or navigator help.

Firefox: Tools-> Options -> Privacy -> internet records -> Personalized configurations.

For more information you can consult Mozilla support or Navigator help.

Chrome: Configurations -> more advanced options -> privacy -> content configurations.

For more information you can consult Google help center or navigator help.

Safari: Preferences-> Security.

For more information you can consult Google help or Navigator Help.

## **9. Privacy policies**

Wine & Soul respects your privacy and protects transferred personal information. Whenever personal information of our User and data holders is needed, for services purposes, the use of that same information is reported on the present terms document and with respect for the legislation about the current data protection.

Wine & Soul respects all international and national laws and norms regarding child privacy protection. Wine & Soul doesn't intend to attract visits from children and minors, therefore it doesn't seek for personal information of children and minors nor sends them any type requests for personal information.

Beyond all these privacy commitments, Wine & Soul respects all norms and regulations about the current privacy in Portugal.

## **10. How do we use your personal data?**

Wine & Soul is transforming this website more useful for all Users.

We can process data about the use of our Website, mobile apps and services ("Usage data"). The Usage data can include you IP address, GPS location, type and version of your browser, operating system, reference source, visit duration, page views and navigation paths of the website, in addition to the time information, service pattern and frequency of usage. The source of usage data it's our analysis and statistics system. These usage data can be processed for website use, mobile apps and services analyses. The legal base for this processing is our legitimate interests, namely, to improve our website, mobile app and services.

We can process your account data (account data). Account data can include your name and e-mail address. The account data can be process with the goal of operating our website security, mobile data and services, keeping backups of our data base and communicate with you.

The legal bases for this process is the applicable law and in accordance with our legitimate interests, that is, the proper administration of our website, mobile apps and activities.

We may process any of your personal data identified in this policy to our insurers and /or consultants when necessary for the purpose of obtaining or maintaining insurance coverage, managing risks or obtaining professional advice establishing, exercising or defending lawsuits, whether judicial lawsuits or administrative or extrajudicial proceedings. The legal basis for this process is the applicable law and our legitimate interests, that is, the adequate protection of our activity against risks.

We may process information included in your personal profile on our website and mobile applications ("profile data"). Profile data may include, but is not limited to, your name, address, phone number, email address, profile photos, gender, birth data, relationship status, hobbies and stakeholders, educational details and details of job. Profile data can be processed to allow and monitor the use of our website, mobile applications and services. The legal basis for this processing is applicable law and our legitimate interests, that is, the proper administration of our website, mobile applications and activities.

We may process your personal data that is provided when using our Services ("Service data"). Backcountry data can be processed with a way of operating our website and mobile applications, providing our services, ensuring the security of our website, mobile applications and services, maintaining backups of our databases and communicating with you. Legal basis for this processing are applicable law and our legitimate interests, that is, the proper administration of our website, mobile applications and activities.

We may process information that you publish on our website and mobile applications or through our services ("publication data"). Publication data may be processed with the permission to permit such publication and to administer our website, applications and services. The legal basis for this processing are applicable law and our legitimate interests, that is, the proper administration of our website, mobile applications activities.

We may process information contained in any query you send us regarding goods and / or services ("inquiry data"). Consultation data can be processed for the purpose of offering, selling and selling goods and / or services relevant to you. The legal basis for this processing is the applicable law and our legitimate interests, that is, the proper management of our activity.

We may process information related to transactions, including purchases of goods and services, that you celebrate with us and / or through our website and mobile applications ("transaction data"). Transaction data can include your contact details and transaction details. Transaction data can be processed for the purpose of providing the goods and services purchased and maintaining appropriate records of those transactions. The legal basis for this processing is the applicable law, the execution of a contract and / or taking measures at your request, to conclude such a contract, and our legitimate interests, that is, our interest in the proper administration of our website, mobile applications and activities.

We may disclose your personal data to our suppliers or subcontractors to the extent reasonably necessary for the proper administration of our website, mobile applications or activity.

We may process information that you provide to us for the purpose of subscribing to our email notifications and newsletters ("notification data"). Notification data can be

processed for the purpose of sending relevant notifications and / or newsletters. The legal basis for this processing is consent under the terms established by law.

We may process information contained in or related to any communication you send to us ("correspondence data"). Correspondence data may include the contents of the communication. Correspondence data may be processed for the purpose of communicating with you and maintaining records. The legal basis for this processing is the applicable law and our legitimate interests, that is, the proper administration of our website, mobile applications and activities, and communications with customers.

We may process any of your personal data identified in this policy when necessary for the establishment, exercise or defense of legal actions, whether in court proceedings or in administrative or extrajudicial proceedings. The legal basis for this processing is the applicable law and our legitimate interests, that is, the protection and assertion of our legal rights, your legal rights and the legal rights of third parties.

We may process any of your personal data identified in this policy to our insurers and / or consultants when necessary for the purpose of obtaining or maintaining insurance coverage, managing risks or obtaining professional advice or establishing, exercising or defending lawsuits, whether in lawsuits judicial or administrative or extrajudicial proceedings. The legal basis for this process is the applicable law and our legitimate interests, that is, the adequate protection of our activity against risks.

In addition to the specific purposes for which we may process your established personal data, we may also process any of your personal data when such processing is necessary to fulfill a legal obligation to which we are subject, or to protect your vital or vital interests of another natural person.

Please do not provide any other person's personal data unless we ask you to do so.

## **11. Messages for this website**

Any message and / or other content that the User transmits to this website, whether by email, group or discussion message, file submission and / or in any other way, will be considered as non-confidential and not reserved. When transmitting a message to this site, the User automatically grants Wine & Soul a free, unrestricted, perpetual, irrevocable and non-exclusive license for Wine & Soul to use, reproduce, modify, publish, edit, translate, distribute, execute and / or display such message separately and / or as part of other content in any form, media, or technology that is currently known or that will be developed in the future to be able to sublicense such rights. The User acknowledges that Wine & Soul is free to use any ideas, concepts, know-how or techniques contained in any

message that the User transmits to this website for any purpose, including, but not limited to, the development , manufacture and / or marketing of products, and that Wine & Soul will not have to compensate the User, nor recognize the User as consideration for such use. The User agrees not to transmit to this site any illegal, threatening, accusatory, defamatory, obscene, scandalous, pornographic or profane content and / or any other content that may constitute or promote any conduct in violation of the Law. Wine & Soul will cooperate with any law enforcement authorities or court decision requesting or ordering Wine & Soul to disclose identity or help identify or locate the User who transmitted such content.

Wine & Soul does not previously select or monitor the content of any messages transmitted to this website by third parties and is not responsible for the selection and / or monitoring of the content of such messages. If notified, Wine & Soul may investigate whether any content transmitted to this site is in violation of the Terms and Conditions and may determine whether to cause such content to be removed from this site.

Wine & Soul will have no obligation to remove from the website the content transmitted by third parties from this website and does not assume any responsibility or obligation arising from and / or relating to any content of this type, including, but not limited to, any error , defamation, slander, perfidy, omission, falsehood, obscenity, pornography, danger and / or inaccuracy contained therein. Wine & Soul assumes no responsibility for any action or content transmitted by or between the User and / or any third parties inside and outside this website. When accessing any content on the Wine & Soul website, the User declares that he is aware that it will be transmitted by email, and Wine & Soul is not responsible for any type of fraud or misuse related to the loss, full copy or partial elements contained in private messages.

## **12. Data Security**

The data recorded on Wine & Soul's servers are always protected. Wine & Soul guarantees your data security through appropriate physical, electronic and procedural procedures. Whenever confidential data is introduced, Wine & Soul uses encrypted protocols to increase the security of the process. Without prejudice to this guarantee, Wine & Soul cannot guarantee the security of the information transmitted to you, so the data owner must take all precautions to protect his personal data while using the internet, namely by changing passwords frequently and ensuring the use of a navigation program that allows the use of SSL communication.



### **13. Updating information**

Please let us know if the personal information we hold about you needs to be corrected or updated.

### **14. Amendments**

We may update this policy periodically by posting a new version on our website. You should check this page occasionally to ensure that you are satisfied with any changes to this policy.

### **15. Indemnity**

The User of this site agrees to defend, indemnify and hold Wine & Soul harmless, from and against any claim or demand made by any third party, and all associated obligations, damages, costs and expenses (including, but not limited to, limitation, reasonable attorneys' fees) arising from and / or relating to your use of this website, content that the User transmits to this website, violation by the User of any third party rights and / or violation by the User of the Terms and Conditions.

### **16. Links to other websites**

This website contains links to third party websites. These links are provided solely for the convenience of the User. Wine & Soul does not endorse or be responsible for any of these third-party sites and will not be responsible for the content of any of them. Access by the User to any of these third-party sites will be conducted at their own risk.

### **17. Rights to change personal data**

Once the user has full control over his / her personal data, at any time, he / she can stop receiving communications from Wine & Soul or request the right of clarification, simply by sending a request to [office@wineandsoul.com](mailto:office@wineandsoul.com) or by post to:

Wine & Soul, Lda

Avenida Júlio de Freitas, nº6, Vale Mendiz

5085-101Pinhão - Portugal

### **18. Competent Court**

The parties agree that the competent court for resolving any dispute resulting from these Terms and Conditions and Privacy Policy is the Judicial Court of the District of Vila Real, in Portugal.