

CLAUSE I GENERAL TERMS AND CONDITIONS OF USE

1. LEGAL NOTICES

When accessing this website, the **USER** must be informed of the provisions applicable to all documents, information, data and requirements contained therein and which are the property of **PLANIMED Premium - Gestão de Planos de Saúde Lda**, legal entity 517.815.303., registered at the Commercial Registry Office of Loures, under the same number, with registered office at Rua Marinhas do Tejo, N.º 121, 2690 - 370 Santa Iria de Azoia and with share capital of €10,000.00 (Ten Thousand Euros), hereinafter abbreviated known as "**PLANIMED**", which holds the right to use the brand "**Misericórdias Saúde**".

2. FUNCTION OF THE GENERAL TERMS AND CONDITIONS

The following general terms and conditions of use of the website - hereinafter referred to as "**General Terms and Conditions**" - establish the guidelines for the user to access and use the website www.misericordiasaude.pt, hereinafter referred to as "**Site**", operated and maintained by **PLANIMED**.

3. ACCEPTANCE OF THE GENERAL CONDITIONS BY THE USER

3.1. By accessing and using this Site, the **USER** - hereinafter referred to as "**User**" - agrees and accepts these **General Terms and Conditions**.

3.2. If the **User** does not accept and agree with the **General Terms and Conditions** of the aforementioned website, he or she must immediately stop using it.

4. NO EXCLUSION OF OBSERVANCE OF OTHER LEGAL PROVISIONS

These **General Terms and Conditions** contained on the aforementioned website do not exclude the **User's** compliance with other legal provisions, as well as possible conditions established by **PLANIMED** or **Public Authorities** for access or use of the Website, as well as other features available therein.

5. RIGHT TO MODIFY THE GENERAL TERMS AND CONDITION

5.1. **PLANIMED** reserves the right to modify the **General Terms and Conditions** unilaterally, without prior communication to the **User** through legal provisions or the need for an updated version on the Website.

5.2. The new version is binding on the User as soon as it is published on the website or when it becomes known to the User.

By continuing to use the Site after the aforementioned update, the User will be agreeing to the new **General Terms and Conditions**.

CLAUSE II USE REQUIREMENTS AND SITE OVERVIEW

6. SITE OVERVIEW

6.1. Planimed presents the website www.misericordiasaude.pt as an informative platform about its services and brand, providing details about services available for subscription and campaigns.

6.2. The information contained on the above website does not bind the user.

6.3. The results of simulations of values and healthcare professionals are informative and based on data entered by the **User**, they do not constitute a budget or binding contractual proposal.

7. MEMBERSHIPS

7.1. The **User's** subscription to **PLANIMED** Services determines that certain requirements are met, namely:

- The **User** has full legal capacity;
- The **User** has accepted the General Conditions and the Particular Conditions;
- The **User** will have to complete, on paper, electronically or by other means remotely, the Particular Conditions, providing the requested data and information, being responsible for the veracity, accuracy, timeliness and authenticity of the personal data provided within the scope of the membership procedure, and must keep them permanently updated;
- The **User** must have authorized the processing of their personal data (and, in the case of Beneficiaries, have obtained their consent for the processing of their data).

8. REGISTRATION IN THE CUSTOMER AREA

8.1. After subscribing, the customer will receive a link by email to register in the customer area.

8.2. Access to the customer area must be done through a **User** (email used by the customer when registering) and a password defined for this purpose.

8.3. The customer will only have access to the customer area after paying the membership fee and the first monthly fee.

9. CELEBRATION OF A DISTANCE CONTRACT

In these cases, **PLANIMED**, after contacting the customer, sends to the customer's email address:

- A link to confirm data and/or activate cards;
- Copy of the General Conditions and Particular Conditions contracted;
- Credential/Digital Card for using the Services and Customer Guide.

10. PRIVATE USE AND RESPONSIBILITY

10.1. All information on this website is intended exclusively for private use, and its use for commercial purposes is prohibited.

10.2. The information available on the website does not constitute financial, commercial or contractual advice, and the **User** is recommended to consult specialists when necessary

10.3. PLANIMED declines any type of responsibility resulting from the information entered by the User.

10.4. PLANIMED is not responsible for direct or indirect damages resulting from the use of the information provided, with the **User** being solely responsible for their decisions.

11. NO GUARANTEE OF IMMUNITY

PLANIMED does not guarantee the **User**, during use, the complete immunity of the website to technical failures, interruptions or cyber attacks carried out by external entities.

12. RIGHT TO MODIFY, COMPLETE AND DELETE

12.1. PLANIMED reserves the right to modify, supplement or delete information from the website without prior notice.

12.2. Accessing or using the website implies acceptance of these conditions by the **User**.

13. SITE PROTECTION AND SECURITY

13.1. PLANIMED is not responsible for non-compliance with the general terms of use or inappropriate use of the website by the User.

13.2. The **User** is responsible for actions taken that jeopardize the security or integrity of the Site. These actions include:

- Unauthorized access attempts.
- Modification of content or misuse of computer systems associated with the Site.
- Violation of authentication or security systems that protect access accounts, servers, services or networks, such as unauthorized access to other people's data, personal or otherwise.
- Any phishing practice, unauthorized search for vulnerabilities or deficiencies, entry into computer systems without authorization and illegal interception of data are strictly prohibited.

13.3. The **User** is responsible for ensuring the security of their own equipment used to access the Site. Although we implement security measures, the Site operates on an open network, which may result in security breaches and improper access, therefore, the **User** must adopt the necessary precautions to avoid such improper access.

14. INTEGRITY AND CONFIDENTIALITY PROTECTION MEASURES

PLANIMED implements protection measures to safeguard the integrity and confidentiality of the Site, however the **User** recognizes that, due to the nature of the internet, security vulnerabilities may exist.

15. RECORD OF PHONE CALLS

PLANIMED reserves the right to record telephone calls made within the context of the contractual relationship and use them for lawful purposes, including the execution of contracted services and as a means of evidence, if necessary.

CLAUSE III INTELLECTUAL PROPERTY

16. COPYRIGHT CONSIDERATIONS

16.1. Intellectual property is protected by the Code of Copyright and Related Rights (Decree – Law 63/85 and successive amendments) and other European Union legislation and International Conventions.

16.2. Copyright and related rights include information, tools, graphic design, works or images reproduced or represented and all textual elements arising from the content of the website that belong to **PLANIMED**, holder of the right to use the **MISERICÓRDIAS SAÚDE** brand and, therefore, all protected by law.

17. INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

17.1. Reproduction or commercial use of the content without authorization by the **User** is prohibited.

17.2. Whenever **PLANIMED** becomes aware of any violation in any form of the aforementioned rights, it may cancel the **User** account that violates such rights.

18. APPLICABLE LAW AND JURISDICTION

18.1. The TERMS AND CONDITIONS are subject to the law in force in the Portuguese legal system.

18.2. For the resolution of any conflicts arising from these terms and conditions, the Lisbon District Court is competent, expressly waiving any other.

18.3. If any provision of these Terms and Conditions is declared invalid, even partially, this does not imply the invalidity of the remaining uninfected provisions nor will it prejudice their validity as a whole.

19. QUESTIONS AND SUGGESTIONS

If you have any questions or suggestions, please contact us via our helpline +351 211 453 031 (call the national landline network) or in writing via email cliente@misericordiasaude.pt.