

Privacy Commitment Relating to the Data of the Transaction Holder

PayPayUE – Instituição de Pagamento, Unipessoal, Lda. undertakes to make available to its clients as many tools as possible, in order to guarantee the best access to services. In this the reason why the portal www.paypay.pt was created, and the team involved in its development assumes that its users are of legal age and that they accept the terms, conditions and notices contained herein. PayPayUE guarantees that the questionnaires and forms answered by the users are used to define the client profile, as well as to monitor the quality service.

PayPayUE undertakes to adopt all the necessary security measures to guarantee the protection of the personal data of users against possible abusive use or unauthorized access. On the other hand, by consulting the www.paypay.pt portal, the user agrees not to modify, copy, distribute, transmit, project, reproduce, publish, allow, create derivative works, transfer or sell any information, software, products or services obtained from this website.

In accordance with the General Data Protection Regulation in force, and its national implementation, all subscribers have rights over their data, i.e.: the right to access (Art. 15); to update and to rectification (Art. 16); to object (Art. 21); to restriction of processing (Art. 18); to data portability (Art. 20); or to the erasure of personal data (Art. 17), by contacting PayPayUE – Instituição de Pagamento, Unipessoal, Lda. Furthermore, PayPayUE – Instituição de Pagamento, Unipessoal, Lda. is obliged to communicate all subscribers of its services if their data has been modified, erased or restricted of processing (Art. 19).

Also, clients have the following rights: to lodge a complaint with a supervisory authority (Art. 77); to an effective judicial remedy against a supervisory authority (Art. 78); to an effective judicial remedy against a controller or processor (Art. 79); and to compensation and liability (Art. 82).

Security Policy

The www.paypay.pt portal allows the use of the *3D Secure* security protocol. The *3D Secure* protocol was developed by the main Credit/Debit Card brands and enables unequivocal authentication of all participants in an electronic commerce transaction. This protocol is used by VISA, under the name of *Verified by Visa*, and by Master Card, under the name of *Secure Code*. In this way, when a customer makes a payment on the www.paypay.pt portal, a process for verifying the validity of the Credit/Debit Card is activated. The security systems linked to the *3D Secure* protocol validate the identity of the customer and inform the www.paypay.pt portal about the legality of the card used for payment. Thus, it is possible to eliminate fraud and its associated costs and losses. This whole process is carried out automatically and absolutely transparent. PayPay agrees to respond within a maximum period of two (2) business days to any request made by card users. The www.paypay.pt portal uses the cryptographic security protocol (TSL) to safeguard the security and confidentiality of the data entered by the user (Art. 76º). It is completely safe to enter your Credit/Debit Card data in any payment made on www.paypay.pt, as all the data is entered into a Secure Server (256-bit TSL) that encrypts / encodes (that is, transforms into a code) all the confidential data related to your Credit/Debit Card. PayPayUE guarantees that it does not rent or sell the data of its customers to third parties (Art. 32º), therefore all the information is confidential and used only by PayPayUE for the processing of payments and the eventual sending of communications that reinforce and personalize the cultural or product offer.

Implementation of Prevention Provisions related to Money Laundering and Terrorism Financing

PayPay has internal policies and procedures aimed at preventing money laundering and terrorist financing.

PayPay will only allow access to new entities (legal or natural persons) after validation of the risk and that have a tax register in Portugal.

When the nature or the pattern of the amounts of the Payment Transactions covered by the Services justifies it, or in any other situation of free decision by PayPay, the latter may require a Bank Guarantee in its favour to ensure the correct fulfilment of the obligations assumed by the customers within the framework of the reception of the Services.

PayPay may block a payment instrument for objectively justified reasons concerning the security of the payment instrument or where there is a suspicion of unauthorised or fraudulent use of the payment instrument. PayPay will inform the customer before the blocking or at the latest immediately after the blocking, unless such information cannot be provided for objectively justified security reasons or is prohibited by other legal provisions. As soon as the reasons for the blocking no longer exist, PayPay will unblock it or replace it with a new one.

The daily activity of prevention of money laundering and terrorist financing is guided by compliance with all applicable laws and regulations, by the respect for ethical principles and by the adoption of best practices internationally adopted, as stipulated in the Law No. 25/2008, of June 5.

The company staff is obliged to strictly comply with all the duties enshrined in the current legal system, particularly with the analysis and notification of any operation that may present a ML and/or TF risk, being adequate training one of the fundamental aspects of the entire prevention system.

For the verification and confirmation of the viability and veracity of the data provided, before activating the customer accounts, copy of the identification document of the individual customer, of the company in which he/she works and that of the beneficial owner is requested, in accordance with the guidelines of the Banco de Portugal (supervisory body responsible of the activities of financial institutions, according to Decree Law 242/2012).

The internal control system related to the prevention of money laundering and terrorist financing is subject to periodic verification through internal audits.

Sharing information with Third Parties

We are entitled to share information with the competent authorities, when:

- We obliged to do so by a subpoena, court order or any other judicial procedure of similar nature;
- It is necessary to comply with the legislation in force;
- We believe, in good faith, that the disclosure of personal information is necessary to prevent physical damage or financial loss, to report suspected illegal activities or for investigative purposes.

iGEST, platform belonging to the same Group as PayPay, is the provider of its invoicing system, being that the information required for the proper operation of PayPay is shared with this platform.

Data Protection and Storage

The collected data is stored and processed on our servers, and is protected by physical, electronic and procedural safeguards in accordance with applicable legislation. These safeguards include the use of firewalls and data encryption systems, access control, as well as the authorization to access data only to those staff members who require it to fulfill their functions.

Also in this context, PayPayUE – Instituição de Pagamento, Unipessoal, Lda., in compliance with the legal provisions, proceeds to the preservation of the archives (Art. 36º of DL 242/2012) for a period of five (5) years,

being that this legal provision exceeds the time limits established by the current GDPR, regarding the preservation of personal data.

For the purposes of the GDPR, PayPay is a subcontracting entity, since it works indirectly with the customers/users of its own customers. In this case, the direct PayPay customer must obtain consent for the processing of personal data of indirect customers/users.

In addition to the aforementioned, we do not transmit any data to third parties, unless requested by court order, or when necessary to initiate legal proceedings arising from fraudulent access to our internet infrastructure. No data will be transmitted for other purposes, commercial or otherwise. We collect, store and process information for the purpose of monitoring and evaluating the quality of the service provided.

However, there is the right to access the stored data of a specific customer, as well as to know the origin and purpose of its storage. The customer, however, must take into account that, despite our rigorous security regulations, in the event that the information is voluntarily disclosed by the customer via the internet, it may be used by third parties. Therefore, PayPay does not assume any responsibility for the disclosure of information due to data transmission errors and/or unauthorized access by third parties.

Time Limits for the Storage of Information	
From the registration to the submission of documentation	At the time of registration, the support service sends an email requesting the documentation required to complete the subscription. The data of the entity and the user will be preserved for a period of 30 business days. In the event that the subscription is not concluded due to the failure to send the requested identification documentation, PayPay will delete the data.
From the submission of documentation to the subscription validation	Within 5 working days, PayPay must add the customer and user documentation on the platform and, after confirming their suitability, will approve the customer and user. Once approved, PayPay must notify the customer that his/her account is active.
Preservation of information from demonstrations	Demonstrations requested through the platform are made according to the time preference of the potential customer. Upon request, the phone call is made and the demonstration request is concluded on the platform. Then, in one business day this information will be removed from the platform. Telephone calls are recorded for quality control purposes, and are authorized by the National Commission for Data Protection (<i>Comissão Nacional de Proteção de Dados</i> - CNPD). In case there is no consent to make the recording, the contact must be made through other means of communication, mainly by email or in person.
After the validation of the data on the platform	If PayPay observes that a customer account is inactive for a period equal to 1 year, it will inform the entity or the user that within a period of 30 business days, the customer must log in, or the account will be deleted.
Time limit for exercising the right to data portability	When requesting the exercise of the right to portability by a customer, PayPay foresees that it will process such request in a maximum of 60 days.
Time limit for exercising the right to be forgotten	The right to be forgotten can be exercised whenever it is requested by a customer and the processing of that request is carried out within a maximum period of 60 days. In order to comply with legal requirements, the information cannot be completely erased, since it must be preserved for at least 5 years, as mentioned above.
Time limit the deletion of an inactive account	PayPay preserves the data for 60 days, during which it will inform the user that, in case he/she does not give consent, the data will be deleted. During this period the user can always request the deletion of his/her data and, in this way, the stipulated period for the deletion of the data applies.

Cookies

PayPay uses cookies for the operation of the website, to increase its efficiency and to obtain information from the site.

Cookies are small text files sent by the web portals that the user visits and which are stored on his/her computer. They are widely used for the operation of Web portals, or to increase their efficiency, as well as to provide information to site owners.

The following table briefly explains the cookies we use and why we use them.

<i>Google Analytics</i>	_utma _utmb _utmc _utmz _unam	These cookies are used to collect information on how visitors use our web portal. We use the information to create reports and to improve the site. Cookies collect information anonymously, including the number of visitors, where they come from, the pages they visited, and the number of times an item is shared and how many new visits are due to that exchange.
<i>Facebook</i>	C_user Fr P Presence S Sub	Cookies used to connect to Facebook. User identification, access browser, "like" button and "share" button.
<i>PayPay</i>	paypayinfoCookie paypayalertaCookie paypayci	Cookies used to save alerts that were closed by the user. The paypayci cookie stores the information of the user session, that is, the language used.
<i>YouTube</i>	GPS PREF VISITOR_INFO1_LIVE YSC Remove_sid	Cookies used to display YouTube videos.

Through the settings, most browsers allow you to have some control over most cookies. For more information about cookies, including which cookies have been installed and how they can be managed and deleted, visit www.allaboutcookies.org

If you do not want Google Analytics to detect your website visits, go to <http://tools.google.com/dlpage/gaoptout>

Pricing policy

The www.paypay.pt portal reserves the right to modify the information and commercial offer related to products, hours and commercial conditions. Whenever the price of the service undergoes a modification, PayPay will communicate this modification to the customer at least 30 days in advance of the effective date, and will publish the respective modifications to the price list on the Banco de Portugal website, with a minimum anticipation of 5 business days. We strive to make the information presented free of typographical errors and when this occurs, we will proceed to correct it as soon as possible. In the event that the information presented does not correspond to the

characteristics of the service, the customer will be duly informed and will have the right to terminate the contract, provided that the provisions of the terms of the subscription contract are met.

Chargeback Policy

PayPay does not initiate chargeback processes, nor does it process them. PayPay, as a Payment Facilitator, only collects the cardholder information and transmits it to the card issuer in order to resolve the chargeback.

When PayPay receives notification of a chargeback process, the amount in question will be temporarily withheld and the customer will be asked for the supporting documents of the transaction.

The cardholder must acknowledge, or not, his/her connection to the transaction. In case he/she does not recognize the transaction, the amount that PayPay has withheld will be returned in full to the cardholder. If the cardholder acknowledges having made that transaction, PayPay will transfer the amount withheld to the customer.

In the event that the chargeback occurs after PayPay has credited the customer account with the amounts of the transactions in question, customers are obliged to immediately return these amounts to PayPay so that they are charged back to the cardholders.

PayPay may terminate the contract when the monthly volume of chargeback processes exceeds 2% of the monthly volume of the amounts paid or when there are 2 chargeback requests per month.

Upon termination of the contract, and regardless of the form in which it occurred, the customer shall be responsible for the fulfilment of all obligations resulting from the dispute processes - including chargeback processes - received by PayPay and related to the transactions processed under the contract.

Withholding Policy

PayPay withholds payment amounts in the following cases:

- Chargeback processes;
- Suspected illicit transactions;
- High number of claims;
- Suspicion that the transaction was not duly authorized.

Before adopting this measure, PayPay analyzes different factors, such as the commercial activity of the customer, the origin of the transaction, the existence of previous chargebacks and the existence of claims from end customers.

When PayPay withholds the payment amount, it will not be available to the cardholder or to our client. Only when the situation that caused the retention of said amount has been clarified, PayPay will make the transfer to the client or return the amount to the cardholder.

Return policy

PayPay makes total or partial returns of transactions at the request of the client, as long as there is a compensation balance.

The amounts are returned to the buyer without the charge of any commission for said return. PayPay only charges its commissions on the initial transaction.

Dispute Resolution

In the event of a consumer dispute, the client may go to the European online dispute resolution platform, available at <https://webgate.ec.europa.eu/odr>. For more information about the platform check:

<http://cec.consumidor.pt/topicos/1/resolucao-de-conflitos-/resolucao-de-conflitos-em-linha.aspx>.

To find out which are the registered bodies for the Alternative Resolution of Consumer Disputes, consult the Consumer Portal at www.consumidor.pt

Contacts

Any request for clarification, suggestion or complaint should be sent to PAYPAYUE, Instituição de Pagamento, Unipessoal, Lda., through the Customer Support Service, using email address apoio@paypay.pt, telephone number 707 451 451, fax number (+351) 291 957 171, or the postal address indicated below:

PAYPAYUE – Instituição de Pagamento, Unipessoal, Lda.
Estrada Regional 104 n.º 42-A
9350-203 Ribeira Brava
Madeira

In case of irregularities in relation to the way the data is being processed, PayPay has appointed a Data Protection Officer (DPO – Art. 37º GDPR), who is available to provide support to PayPay customers and also to collaborate with the designated control authority - CNPD). This professional can be contacted by email dpo@paypay.pt, or by telephone number 707 451 451.