

## TERMS & CONDITIONS ROTA DAS INDIAS

### 1. USE OF THE ROTA DAS INDIAS WEBSITE AND SOCIAL NETWORKS

Objectives/Services: The main objective of the Rota das Índias Website is to provide its Users with content about the activity of Rota das Índias, its campaigns and new product launches.

### 2. SITE CONTENT / INTELLECTUAL PROPERTY

Site content" means all the information on this Portal, including text, images, illustrations, graphic design, web design and software.

All the content of this Site is protected by Copyright, Related Rights and Industrial Property Rights, under Portuguese and European Union laws, international conventions and other laws, and may not be used outside the conditions permitted on this Site and without the consent of Rota das Índias.

The intellectual property rights of all the contents of Rota das Índias that are not supplied externally and duly identified as such belong to Rota das Índias, including the information, the tools, the graphic design of the web pages, with all their components, and all the figures: graphics or texts. The content on this website may not be copied, altered or distributed except with the express authorisation of Rota das Índias.

It is strictly forbidden to use the Site for illegal purposes or any other that could be considered harmful to Rota das Índias' image in the market. Rota das Índias rejects any responsibility for the usurpation and misuse of the aforementioned elements. Exceptions to this prohibition are the free uses authorised by law, namely the right to quote, provided that their origin is clearly identified. Usurpation, counterfeiting, exploitation of usurped or counterfeited content, illegitimate identification and unfair competition are criminal offences. Rota das Índias reserves the right to take legal action against the authors of any copy, reproduction or other unauthorised use of its content(s) by third parties.

### 3. USER DUTIES / PROHIBITED USES

The User may download or copy material strictly for personal use, and Rota das Índias remains the owner of the respective copyright.

The User undertakes not to attack or unlawfully use the systems or the Rota das Índias Website, being held responsible and bearing all costs associated with unlawful actions attributed to them. Among others, the following are considered illicit actions:

- a) Test and evaluate the vulnerability of the system and break the installed security;
- b) Sending unsolicited e-mails that include promotions or product advertising or services;
- c) Triggering or attempting to trigger denial of service attacks (attempts to make a system's resources unavailable to its Users).
- d) Accessing an unauthorised area/account and its information;
- e) Installing or attempting to install a virus on the portal;

#### 4. SUSPENSION OR INTERRUPTION OF ACCESS

Rota das Índias reserves the right to interrupt or suspend access to the Site, for as long as it deems necessary, for any technical, administrative, force majeure or other reasons. Without prejudice to the provisions of the previous paragraph, Rota das Índias shall not be held liable for any suspension or interruption of access that may occur for which it is not responsible or which is attributable to mere negligence.

#### 5. EXCLUSION OF LIABILITY

Rota das Índias does not control or manage the information, products or services of the content provided by third parties on the Rota das Índias Site, as well as the hyperlinks to other Sites on the Internet, and therefore cannot be held responsible for errors of any kind, or incorrect data, on these Sites and/or content, including their privacy policies and practices. The inclusion of content provided by third parties and hyperlinks on the Rota das Índias Sites does not imply acceptance of the content contained therein or an association with their owners.

Rota das Índias disclaims any liability for any direct, indirect and/or incidental damages arising from the use or inability to use the materials contained on this Site, and does not control and is not responsible for any illegal, offensive or defamatory conduct of its Users.

The electronic publications contained on this Site are subject to Portuguese law, insofar as it is applicable to them, namely for the purposes of liability for the facts, opinions, articles and comments of duly identified persons or organisations, as well as with regard to the protection of sources and other duties, rights and freedoms applicable to the written press.

#### 6. PRIVACY POLICY

Rota das Índias will not automatically collect any type of personal information from its Users, who will be able to browse the Site without providing any type of personal information, remaining anonymous during their visit; however, Rota das Índias may collect information that is not of a personal nature and that is intended to optimise browsing on the Site.

The personal information voluntarily provided by the User when purchasing products or filling in forms on the Site is for the exclusive information of Rota das Índias, Quinta Encantada - Unipessoal Lda. Rua Joaquim António de Aguiar, nº 64 A1070-153 Lisboa - VAT: 510 886 337.

This information may be used to process online purchases, personalise the Site, ascertain the type of use the User makes of the Site, and also to ascertain the type of advertising on the Site. Under the terms of the applicable legislation, Rota das Índias undertakes to grant the subjects whose data is collected the right to access, oppose or rectify their data at any time, simply by accessing the registration field and making the modifications they deem necessary.

Any communication or message sent by e-mail, transmission of files, inclusion of data or any other form of unsolicited communication will be considered non-confidential and free of any restrictions on use. Rota das Índias considers itself authorised to use any ideas, concepts, techniques or know-how contained in communications with the Site, freely and regardless of their purpose, including the development, production or marketing of products based on this information.

The Rota das Índias website may contain links to other external websites whose content and privacy policies are not the responsibility of Rota das Índias.

We therefore recommend that, when redirected to external sites, Users should always consult the respective privacy policies before providing their data or information.

## 7. ALERT

Without prejudice to the commitment to confidentiality (which must be taken as an obligation of means) regarding the use of personal data (art. 10/11/12 of Law 67/98), Rota das Índias warns that there are risks related to the Internet and databases, and it is possible that the personal data contained in the portal may be captured and/or transferred by third parties, particularly in countries where the systems for protecting personal databases are still at an undeveloped stage and where protection is scarce and ineffective. By accessing the Rota das Índias website, Users must accept the risks inherent to their activity as an internet user, namely the risk of possible open data transfer.

## 8. INTERPRETATION AND JURISDICTION

The conditions of use shall be interpreted in accordance with Portuguese law.

The courts of Portugal, namely the District Court of Lisbon, will have legal exclusivity in relation to any complaints, disputes or other problems that may arise.

## 9. RULES AND CONDITIONS FOR SOCIAL NETWORKS AND SENDING COMMENTS

The official Rota das Índias Facebook page is a space for dialogue with the aim of not only promoting a healthy debate of ideas on various subjects, but also to promote the philosophy, mission and values of Rota das Índias.

To send comments, as well as to participate in Social Networks, namely Rota das Índias' Facebook page, the User must read and accept the terms and conditions of use before "liking" the page.

The act of "liking" the Rota das Índias Facebook page is mandatory in order to send comments and actively participate on the page.

Users can update, rectify or cancel their Registration at any time without the intervention of Rota das Índias, simply by going directly to their Registration.

In order to participate in the Forums, Blogs and send comments, the User undertakes to:

a) Keeping registration data up to date;

If incorrect, outdated, incomplete or false information is provided, Rota das Índias reserves the right to suspend or cancel registration.

b) Provide truthful, concrete and up-to-date information about themselves, in accordance with the questions on the form;

### USER BEHAVIOUR

Users of the functionalities (Social Networks) of the Rota das Índias Website may only be natural persons and/or non-profit organisations or legal persons.

It is strictly forbidden for the User:

1. Posting the same message, or series of similar messages for one or more sections or posts (excessive "cross-posting" or "multiple-posting");
2. Sending disrespectful messages, both collectively and personally, to Social Network participants;
3. Using abusive advertising in the form of bulk mail ("spam");
4. Avoid using symbols such as "#", "\$", "%", or any other similar characters;
5. Sending any abusive, obscene, insulting, hateful, threatening, sexually biased message or any other material that may violate the law in force. Such behaviour will lead to the immediate and permanent expulsion of the User, who will also be notified by their Internet provider;
6. Excessive messages, such as double posts or comments. In the specific case of Social Networks, for example, if the User publishes a post on a topic that is of no interest to the Social Network community, they are not allowed to post again or create a new topic on the same subject;
7. Sending e-mail chains, the so-called "chain letters";
8. Making available, transmitting, sending any content that you do not have the right to use under any law, or any form of contract or protocol (such as confidential information obtained as a result of your job), as well as sending any content that infringes any patent, trade mark, industrial secret, or any type of copyright registration of any person, entity or institution;
9. Disrespecting the intellectual property of others (plagiarism);
10. Impersonating someone or some entity, or using an e-mail address for the purpose of impersonating that person; deliberately using a User name that is very similar to an existing one for the purpose of impersonating that other User; using a User name that infringes the intellectual property rights of another person; using a User name that, in the judgement of Rota das Índias, is offensive, obscene or defamatory;
11. Provide addresses, telephone numbers and/or mobile phones in messages;
12. Mentioning illegal material, publishing explicit nudity or content that may simply hurt feelings;
13. Purposely sending any material containing software viruses or any other computer code, files or programmes whose purpose is to interrupt, destroy or limit the functionality of any computer or computer system (hardware and software) or telecommunications equipment;
14. Promoting or providing instructional material on illegal activities, as well as distributing any aggression (physical, emotional, etc.) towards any group or individual, or promoting any act of cruelty towards animals. This includes, but is not limited to, providing information on bomb making, grenades, the manufacture of poisons, bomb diskettes, etc.
15. Collect or store or make available in any format personal information about other Users;

## 10. USER RESPONSIBILITY

The User identified as the author of a message is solely responsible for the content published in that message. Likewise, the User identified as the author of a post on Social Networks is solely responsible for the content made available in that space. As such, any information, data, texts, links or other materials displayed publicly or privately are the sole responsibility of the User.

Since the Internet is an open network, all content on Social Networks may circulate on the network without security conditions, and may even be accessed and used by unauthorised third parties, and Rota das Índias cannot be held responsible for such access and/or use.

## 11. ACCOUNTABILITY OF THE INDIAN ROUTE

Notwithstanding the rules defined and the diligence and zeal to which Rota das Índias sets itself, it is not possible to exhaustively control the content made available by Users and, therefore, it is not possible for Rota das Índias to guarantee its correctness, quality, integrity, accuracy or veracity.

Rota das Índias is not responsible for the defamatory, offensive or illegal behaviour of messages on Social Networks. We understand that all messages posted on the

Social media only express the views and opinions of their respective authors.

Rota das Índias also reserves the right to remove from the social networks where it has a presence any message that goes against the rules it upholds for the proper functioning of the pages, namely those that are obscene, malicious, harassing, defamatory, harmful, threatening, slanderous, offensive, illegal, racist, sexually biased, advertising and invasive of the privacy of third parties.

The administrators and moderators of the Social Networks have the right to remove any message at any time they deem necessary.

The IP addresses of all messages may be logged to help implement these conditions.

The definition of the rules of participation in the Rota das Índias Social Networks are set unilaterally by Rota das Índias, with a view to protecting its Users, and may be revised at any time.

## 12. PRICING POLICY

The prices established in the Rota das Índias Online Shop, unless otherwise stated, are valid only for the day on which they are announced, and remain in force for the Customer who orders on that date, even if they receive it on a later day. All items featured on the Site are subject to stock availability. By entering their postcode, customers are automatically linked to the nearest Rota das Índias shop in their area, so that they can choose to collect their order without any associated transport costs. Unless there is a spelling or publication error, the prices include VAT at the rate in force. Prices and specifications are subject to change without prior notice. All prices quoted are in Euros, but exclude shipping costs, which are calculated automatically according to the weight of the items and the destination. Products are dispatched to mainland Portugal, the islands and European Union countries. If you live outside these areas and wish to place an order, you should contact us through the appropriate channels, as customs and/or other fees may apply.

## 13. PACKAGING POLICY

In order to guarantee the maximum quality and freshness of its loose products, Rota das Índias only packs them when its customers place an order.

To this end, all purchases should be made as far in advance as possible, with a minimum production time of 5 working days after your order has been received. All products are only supplied in packs of 50grs, 100grs, 150grs, 250grs, 500grs, 1 Kg, 2 Kg, 3 Kg, 4 Kg, 5 Kg, with exceptions, where due to the size of the product, it may be supplied in another pack.

#### 14. SATISFACTION/RETURN/CANCELLATION POLICY

The Rota das Índias Online Store is extremely concerned about the quality of its products and services, and complies with the highest standards of responsibility and ethics. If you notice any deficiency in the product, or a missing item, you should alert or lodge a complaint with the Transport Company, as well as informing Rota das Índias within a maximum of 2 (two) days of delivery on the Returns Platform on the Website. Returns will only be accepted for products with a manufacturing defect, or whose dispatch is due to a logistical error by Rota das Índias, and must be returned in the same condition as they were received, with no signs of use and in the original packaging within a maximum of 14 (fourteen) days of delivery. The following products cannot be returned: Rota das Índias Gift Card, Rota das Índias Gift Card and all personalised products. Returns must be sent in duly franked packaging to the following address:

Route of the Indies

Market 31 January

Shop 24

Rua Engenheiro Vieira da Silva

Saldanha

1050-094 Lisbon

Upon receipt of the return, Rota das Índias will issue, as indicated by the Customer, a Refund Coupon for the value of the item(s) and the value of the shipping costs proportional to the item(s) in question, which must only be cashed in at the Rota das Índias Online Shop within the following 30 (thirty) days, or by bank transfer to an account to be designated by the Customer.

#### 15. COMPLAINTS AND SUGGESTIONS MANAGEMENT POLICY

Rota das Índias is constantly focussed on the needs of its customers and has constantly evolved its value proposition by developing new services, promotions, campaigns and products, among other things. Listening to and understanding customers is a priority for Rota das Índias, in order to improve and guarantee their total satisfaction at all times. Orientation towards the increasingly demanding and informed customer means that the Rota das Índias® brand is permanently focussed and dedicated, seeking to anticipate their expectations, developing its own innovative solutions and assuming a position of vanguardism and pioneering. Rota das Índias constantly endeavours to ensure the best customer service.

#### 16. PRODUCT QUALITY POLICY

The Rota das Índias Online Shop offers a wide range of more than 2,000 products and guarantees the highest quality. Through the rigorous selection of the best national and international suppliers, we provide our customers with products of the highest quality. During transport to the customer's home, our courier maintains the properties of all our products in optimum

condition. Your purchases are duly packaged in sturdy boxes, sealed and labelled with the reference of your order. To this end, Rota das Índias provides its Customers with the Complaints and Suggestions Platform on the Website.

#### 17. ORDERING AND DELIVERY POLICY

The minimum value per order is defined on the website and can be changed without prior notice. The transport offer is defined by the total value of the order and can be changed without prior notice. All our shipments are preferably made via CTT Expresso, DPD Expresso, TNT Expresso, MRW Expresso or another logistics platform, with a delivery time that varies depending on the destination and after your order has been properly collected.

#### 18. RUPTURE POLICY

We endeavour to keep our product range up to date on our website through daily stock and inventory management. However, due to the impossibility of guaranteeing 100 per cent real-time updating of our online stocks, all orders are subject to physical confirmation of stock. Your orders will be physically fulfilled by the Rota das Índias shop associated with your postcode. Your orders will therefore be subject to the availability of the products purchased at the Rota das Índias shop associated with your postcode. In the event of a product being out of stock, the Rota das Índias shop will immediately and automatically indicate that it is out of stock. The Customer will be given the choice of a discount on the amount of the product in the next purchase or a bank transfer of the amount to an account to be indicated by the Customer, with bank transfers never exceeding 14 days after the Customer's choice.

#### 19. CONSUMER WARNING

In accordance with Law no. 144/2015, of 8 September 2015, we have disclosed all the Alternative Dispute Resolution Entities that can be contacted in the event of a conflict when purchasing a product or service referenced on this website.

It should be noted that, when necessary, this solution is usually quicker, less protocol-intensive and less expensive than the legal route.

Therefore, if you are dissatisfied and wish to raise your concerns, you can do so by contacting an Alternative Dispute Resolution Organisation.

Alternative Dispute Resolution Organisation:

CNIACC - National Centre for Consumer Conflict Information and Arbitration

Nova University Law School

Campolide Campus 1099-032 Lisbon

Tel: 213 847 484

E-mail: [cniacc@unl.pt](mailto:cniacc@unl.pt)

Web: <http://www.arbitragemdeconsumo.org>

For updates and more information, see the Consumer Portal at [www.consumidor.pt](http://www.consumidor.pt).

## 20. COOKIES

The Rota das Índias website may use cookies (a group of data exchanged between the browser and the server, placed in a text file created on the User's computer). In no way will cookies be used to invade the User's privacy, they are only used to identify the User and profile them in order to, for example, send marketing actions.

Cookies are stored on the hard drive of the User's computer to save their preferences, such as login/password, if the User chooses the option to log in automatically the next time they visit. If you wish, you can disable cookies in your web browser, but you will lose some of the functionalities.

Users have the option of configuring their browser to warn them on their computer screen that cookies have been received and to prevent them from being installed on their hard disc. Information on this configuration is available in the browser's instructions and manuals.

## 21. PAYMENT METHODS

The Rota das Índias website offers the following payment methods:

- Multibanco (Entity and Reference)
- MBway
- Bank transfer
- Credit Card

All transactions on the Rota das Índias website are carried out in Euros, which are debited to the customer immediately after validation.

