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# 1. Legal Framework

GTC Web Platform, and all its content and services, is the property of Cruz de Oito – Engenharia, Sociedade Unipessoal Lda. Please read carefully the following Terms and Conditions of Use.

The website is managed in Portugal and is governed by Portuguese law.

When accessing and using the private area of this website, the user accepts the GTC Terms and Conditions of the private area without limitations. The user will be subject to this contract for services, as well as current law.

#### 2. Definitions

In Terms and Conditions presented on the GTC private area, the terms and expressions below shall have the meanings indicated, unless the context dictates otherwise.

"Cruz de Oito Engenharia": CDO

"GTC": website that is the property of Cruz de Oito – Engenharia, Sociedade Unipessoal Lda.

"Customer": any natural person of legal age, public or private legal person, associations or any other entity that wishes to contract the products and services appearing on the website.

"DEMO VERSION": demonstration of the service, free of charge, that allows the user to experience the capabilities and functionalities of the GTC.

"SERVICE": Set of available modules subscribed to in the GTC private area.

"SUBSCRIPTION": Authorization to use the calculation platform for the subscribed modules (annexes included) for 365 days without limitations on use and functionalities.

## 3. Object

This purpose of this Contract is the granting, by CDO in favour to the Customer, of an annual user licence for the GTC web platform upon payment of the respective price of the subscribed service. The duration of the contract is stipulated in advance.

#### 3.1. Limitations of use

The customer is not allowed to:

- a) Transmit, transfer, sublicense, sell, encumber, communicate or other form transfer, in whole or in part, for free or for consideration, the right to use the GTC. The Customer is solely responsible for the consequences that may result from such actions.
- b) Modify or in any other form of change the information on the GTC, as well as the reports resulting from the calculations, in whole or in part, free or for consideration.
- c) Hide the origin of the report issued by GTC, where it is submitted to third parties.

### 4. Contracting / Registration procedures

Legitimate access to the various services offered by GTC assumes the use of a user name (ID) and an access password, set by the customer, n accordance with the keyword setting policy, for which the user is liable. For registration, the customer must follow the instructions below:

4.1. Complete the customer registration form with his/her your personal details and carefully read the Terms and



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Conditions Private Area, as well as the Legal Notice. He/she should acknowledge and accept them on GTC's website for purpose of subscribing to the services provided by CDO.

- 4.2. The registration form is requests that the customer authorize the sending of commercial communications relating to products and services of the GTC Website.( At any time, the customer my contact the customer support department via email <a href="mailto:comercial@gtc.engineering">comercial@gtc.engineering</a> and request the cancellation of these newsletters).
- 4.3. The customer will then receive, at the email address provided on the customer registration form, an email with details of his/her service access data.
- 4.4. When registering, the customer will receive a demo version trial for 14 days, free of charge, which will allow him/her to become familiar with the capabilities and functionalities of the GTC. This demo version has some limited functionality and only one demo version is available per company.
- 4.5. With effect from this time, the customer renounces the right to unsubscribe from the service.
- 4.6. The customer must choose one of the available modules (or packs) and subscribe to it with one or more national annexes.
- 4.7. The contract between CDO and the customer is formalized in Portuguese or English.
- 4.8. Access to the user's private area is only possible upon receipt of payment. The payment methods are presented in 4.9 and 4.10.
- 4.9. Virtual POS— The customer will be directed to a payment platform belonging to "Banco Caixa Geral de Depósitos" and should follow the respective instructions. After all these procedures, the user will have access to all the subscribed GTC functionalities.
- 4.10. Bank Transfer This is a pre-payment and only upon receipt will the customer receive an email with all the relevant information and will have access to all the subscribed functionalities of the GTC.
- 4.11. CDO does not refund the value of the subscription.

### 5. Prices

- 5.1. The prices of the Window Frames and Floor and Steps Modules includes one of the available national annexes. The user can acquire other annexes for the respective price.
- 5.2. The annexes are connected to the modules and their expiry date is the same as that of the respective module.
- 5.3. All prices of the services are described in the "Prices" section and may be modified without prior notice. However, the customer will pay the amount presented at the time of payment for the subscribed period.

## 6. Electronic Billing

The customer agrees to receiving invoices electronically via the email address provided when subscribing. For legal purposes, this type of invoice is equivalent to a printed invoice. The user is responsible for the administrative processing of the invoice in accordance with the procedures of his/her organization. In the event of a change in email address, the user should contact CDO via email to change the recipient of the invoices.

#### 7. Value Added Taxes

VAT at the statutory rate should be added to all invoiced amounts, in accordance with Article no 7 of implementing regulation no 282/2011 (Annex D to the VAT Code), which is applicable to all taxable and non-taxable



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persons.

#### 8. Service's conditions

To access the GTC services, the customer must log in using his/her User Name (ID) and Password. The password may be modified at any time. Under no circumstances will CDO have access the customer's access data. If the customer is aware that the confidentiality of his access data has been breached, he/she must take all measures to modify them. CDO cannot be held liable for any damages or losses arising to the Customer as a result of any such breach.

## 9. Intellectual Property

- 9.1. The GTC Web Platform is registered and the service provided by it is the responsibility of CDO.
- 9.2. The customer acknowledges that the Service contains confidential information and is protected by copyright and related rights, industrial property rights and other applicable law.
- 9.3. The Customer acknowledges that any content appearing in advertising, or the highlighting, promotion or mention of any sponsor or advertiser, is protected by laws relating to copyright and related rights, laws relating to industrial property and other protective property laws. As a result, such content may only be used with the express permission of the respective owners.
- 9.4. The Customer undertakes to respect the rights mentioned in the preceding paragraph, namely refraining from performing any acts that may violate the law or those rights, such as the reproduction, sale, transmission or placing at the disposal of the public such content or any other unauthorized acts relating to the same content.

### 10. Property Rights

- 10.1. The Customer acknowledges and agrees that GTC owns all legal rights, titles and interests in the Services, including any intellectual property rights which subsist in the services (whether those rights are registered or not, and wherever in the world those rights may exist).
- 10.2. Nothing in these Terms and Conditions of the GTC private area entitles the customer to use any of the registered, commercial and service trademarks, logos, domain names and other distinctive characteristics of the GTC brand.
- 10.3. GTC acknowledges and agrees that it is has no right, title or interest vis-à-vis the user, under these terms and conditions, in relation to any content submitted, published, transmitted or presented by the user. Unless otherwise agreed in writing with GTC, the user assumes liability for the protection and implementation of those rights and acknowledges that GTC is under no obligation to do so on his/her behalf.
- 10.4. The customer acknowledges that he/she may not remove, conceal or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services and the respective printed reports inherent to the Services.
- 10.5. The Customer agrees that, when using the services, he /she will not use any trade mark, service mark, trade name or logo belonging to GTC.

# 11. GTC License

11.1. GTC grants the Customer a personal, international, royalty-free, non-assignable and non-exclusive licence to use the software provided by GTC as part of the services provided (hereinafter referred to as the



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"Software").

- 11.2. This licence is for the sole purpose of enabling him/her to use and enjoy the benefits of the services as provided by GTC in the manner permitted by the Terms and Conditions of the GTC private area.
- 11.3. The user may not (or permit anyone else to) copy, modify, create a derivative work, reverse engineer, decompile or by any other means attempt to extract the source of the Software, or any part thereof, not shall he/she assign (or grant a sub-licence) his/her rights of use.

## **12.** Software Updates

The software may occasionally be updated. These updates are designed to improve, enhance and further develop the Services and may be presented in the form of bug fixes, enhanced functions or completely new versions. The Customer agrees to receive such updates (and authorizes the GTC to deliver such updates) as part of the services.

#### 13. Resolution

- a) CDO may terminate this contract by giving notice in writing or via email to the Customer in the event of default by the latter of any obligations under this contract, in particular if he/she has breached any provision of the terms and conditions (or has acted in manner which clearly demonstrates that he/she intends to do so, or is unable to act in accordance with the provisions of the terms and conditions of the GTC private area), and reserves the right to discontinue at any time access to the service without prejudice to the right to compensation for damages that CDO may claim against the Customer;
- b) If the GTC is so required by law (for example, where the provision of services is or becomes illegal);
- c) If the GTC is transitioning to a situation where it no longer provides the services or the provision of the services by the GTC is no longer commercially viable in the opinion of the GTC.

## 14. Liabilty

All products and services sold on the GTC website are in accordance with Portuguese law and other International Laws mentioned on the GTC Website (technical standards).

The website has appropriate levels of security, but the GTC shall not be liable for any losses suffered by users due to interruptions, errors and suspensions in communications based on factors beyond its control, in particular, any shortcomings or failures caused by communication network and communication services provided by third parties, by the computer system, modems, connection software or any computer, or resulting from the download of a virus through an infected file service or a file that contains viruses or other properties that may affect the user's equipment.

Data and information queries performed under this service are presumed to be made by the user, whereby the GTC declines and liability for any misuse or fraudulent use of the information obtained.

## 14.1. Technical or Scientific Responsibilities

The user/costumer shall be exclusively liable for the quality of the information entered into the GTC . Therefore, Cruz de Oito shall not assume any liability for any economic or civil damage resulting from the use of the data on the calculation/reporting platform.

The user acknowledges that his/her knowledge of glass and materials strength provides a scientific and engineering basis for interpreting the data obtained and hereby declares full awareness of all CALCULATION CONDITIONS and GENERAL CONDITIONS contained in the calculation reports.



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#### 15. Duration of the contract

This Contract shall have a duration of 365 days after effective collection of the subscription, with the subscription and access to the GTC terminating at the end of that period.

The national annexes associated with the different modules have the same duration as the respective modules, as a result of which, if an extra National Annex is purchased on the date of acquisition of the module, this will only have the duration of the previously purchased module

#### 16. Cancellation

If any provision of this Contract is deemed invalid or null and void, it shall be cancelled in writing, with all other provisions remaining fully valid.

# 17 .Unity of the contract

These Terms and Conditions of the private area of the GTC constitute the entire agreement between the parties in relation to the content hereof, and contains all warranties and conditions, including those involving CDO.

#### 18. Communications

All communications under this contract shall be made in writing to the addresses listed below, except those which relate to the resolution of the contracted subscription, which should be sent by registered letter with acknowledgment of receipt.

Customer Support:

- Address on website
- Email: comercial@gtc.engineering

#### 19. Privacy Policy

The GTC ensures the confidentiality of all data provided by users

The personal data identified in the application form, being mandatory, are indispensable for the provision of the Service by the GTC. Any omission or inaccuracy of the data provided by the User are his/her sole and entire responsibility and may result in refusal to provide the Service by the GTC.

The User's personal data shall be processed and stored and are intended for use by the GTC under the contractual and/or commercial relationship with the User.

The Internet is an open network, as a result of which the user's personal data, other personal information and content hosted on the Service may circulate without network security, and may even run the risk of being accessible and used by unauthorized third parties. The GTC may not be held liable for any such access and/or use.

## 19.1 Collect information:

• Information that is provided by the Customer - on subscribing to the service, the GTC requests personal information.



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- The information provided by the Customer may be cross-referenced with other services provided by the GTC or third-party information so that a better experience may be provided and to improve the quality of our services. For certain services, the Customer may be given the opportunity to opt out of such cross-referencing of information. His/her administrator will have access to his/her account information, including his/her email.
- Registration Information- whenever the Customer accesses the GTC services through a web browser, an application or another client, our services automatically store certain information. These server logs may include information such as the web request, his/her interactions with a service, the address of the internet protocol, the type of browser, browser language, the date and time of the request and one or more cookies that may uniquely identify his/her browser or his/her account.

User Communications- when an email or other communication is sent to the GTC, the messages transmitted are stored on the server and can be seen only by participants in the process (recipients and receivers) and the database administrator, in special cases of maintenance, failures/repairs. We may use your email address to communicate with you about our services.

- GTC affiliate services on other sites some of our services are available on other websites or through other websites. The personal information provided to those sites may be sent to the GTC for the purpose of providing those services.
- Third-party applications the GTC may make available third-party applications, such as gadgets or extensions, through its services. The information gathered by the GTC when a third-party application is activated is processed under this Privacy Policy. Information collected by the third-party application provider is governed by the respective Privacy Policies.
- Other Sites- This privacy policy applies only to the GTC services.

In addition to the above, the GTC may use the information collected to: (a) provide, maintain, protect and improve the services it provides (including advertising services) and develop new services; (b) protect the rights or property of users or the GTC. If the GTC uses that information for purposes other than those for which it was collected, we will ask for your consent before doing so. The GTC processes the personal information provided on our servers in Portugal. The personal data module may be used to review and control the information stored in the Customer's GTC account. Most browsers ask the user during login if he/she would like to save the data entered for future use. This is the customer's decision and he/she is liable for any damage or misuse arising from logins made using his/her credentials.

#### 19.2. Information Sharing

The GTC only shares personal information with other companies or individuals outside the GTC under the following circumstances:

- With your consent. Active consent for the sharing of any sensitive personal information.
- The GTC will provide this information to its subsidiaries, affiliates or other companies or trusted people, so that they may process the personal information on its behalf. These parties are required to agree to process such information based on our instructions and in accordance with the Privacy Policy and any other appropriate confidentiality and security measures.

The GTC believes that access to, use, preservation or disclosure of such information is reasonably necessary to (a) satisfy any applicable law or regulation, any legal process or enforceable claim by a government agency or entity, (b) enforce the applicable terms of use, including investigation of potential violations



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violations thereof, (c) detect, prevent or otherwise resolve technical issues, security issues or fraud, or (d) protect against harm to the rights, property or security of GTC, its users or the public, in the terms required or permitted by law. Should the GTC be the subject of a merger or acquisition, or any form of sale of its assets, in whole or in part, we will ensure the confidentiality of personal information involved in such transactions and provide a warning before they are transmitted and become subject to a different privacy policy.

## 19.3. Information Security

The GTC takes appropriate security measures to protect against unauthorized access, alteration, disclosure and/or destruction of data. We conduct internal reviews of our security measures and practices for collecting, storing and processing data, including appropriate encryption and physical security to prevent unauthorized access to systems where we store personal data.

The GTC limits access to personal information to employees who need to know that information. These individuals are bound by confidentiality obligations and may be subject to disciplinary action, including contract termination and criminal prosecution, if they fail to fulfil those obligations.

19.4 Accessing and updating personal information

When you use the services, the GTC makes every effort to provide Customers with access to their personal information and to correct their data if incorrect, or delete them at their request if their retention is not required by law or for legitimate commercial purposes. Individual users are asked to identify any information for which they request access, correction and removal before the processing of such requests, and the processing of those requests may be refused where they are overly repetitive or systematic, require disproportionate technical effort adversely affecting the privacy of others, or are extremely onerous.

It should be noted that this Privacy Policy may change from time to time. The rights acquired under this privacy policy will not be reduced without the Customer's consent. Any significant changes will be published on the website, and we will give more prominent notice (notification by email and/or internal message).

Should you require any further information regarding this privacy policy, please feel free to contact us through our website or via email comercial@gtc.engineering

All users must print and/or save a copy of the above terms and conditions.

## 20. Applicable law and Jurisdiction

These general contracting conditions are governed by Portuguese law. For any issue emerging or resulting from the provision of the services under this contract, the CDO and the customer hereby appoint the courts of the Judicial Sub-district of Maia, to the exclusion of all others.