



**ACTUARIAL Group's  
Website Terms and Conditions of Use**

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## **Clause 1 (Scope)**

These general conditions are intended to regulate the Terms and Conditions of Use governing the use of the website operated by ACTUARIAL Group and the personal data protection policy associated with the same.

## **Clause 2 (Use)**

1. The use of the website may be made by the ordinary User, without registration and without registration of the navigation, and by the Authenticated User that is granted access to its reserved area.
2. The authentication consists of the identification of the User, through the introduction of a User ID and password, as well as the filling in of mandatory fields when registering as an Authenticated User.
3. The password chosen by the User is personal and non-transferable, and its transfer or communication to unauthorized third parties is not allowed.
4. Whenever the Authenticated User becomes aware that his/her user data is being used by third parties, he/she shall immediately notify ACTUARIAL Group.
5. ACTUARIAL Group may, for security reasons and to safeguard the privacy of communications, restrict or limit the access by Authenticated Users.

## **Clause 3 (Personal Data Protection)**

ACTUARIAL Group guarantees the processing of personal data in accordance with the laws in force regarding its collection, processing, use, disclosure, storage and privacy, in pursuance of its Privacy and Personal Data Protection Policy.

## **Clause 4 (Intellectual Property)**

1. All the materials, content and software available on the website, namely information, images, illustrations, graphics, names and logos are the intellectual property of ACTUARIAL Group or third parties, and may not be reproduced, modified, distributed, negotiated, or otherwise used, except with ACTUARIAL

Group's or the third party owners of the intellectual property rights over the same express prior written consent.

2. Any use of the materials, content and software available on the website for any purpose other than that expressly permitted by these Terms and Conditions of Use, shall be considered a violation of current national and international copyright laws.

### **Clause 5 (Links)**

1. ACTUARIAL Group is not responsible for the legality, trustworthiness or quality of any content available on a web page to which a link, available on its website, might forward.
2. The availability of links on the website in no way results in the existence of any relationship between ACTUARIAL Group and the owner or manager of the web page to which the link forwards, as well as in the consent by ACTUARIAL Group to any materials, content or software made available there.

### **Clause 6 (Cookies)**

To improve the quality of service, the provided features and the user experience, ACTUARIAL Group's website may use cookies, which, under no circumstances, will be used for profiling.

If the use of cookies that may eventually be used will not be allowed, some of ACTUARIAL Group's website features may not match to the expected level of service.

For cookies removal, please, consult the Help section of your internet browser (to learn more about cookies: <https://support.microsoft.com/en-us/help/260971/description-of-cookies>).

### **Clause 7 (User's Responsibility)**

1. ACTUARIAL Group is not responsible for the accuracy of any information, image, contribution or other materials that users might provide through the use of the website.

2. The User undertakes to make a prudent, careful and responsible use of the website and not to use it in a way that may imply the violation of ACTUARIAL Group's or third parties legally protected rights or positions.
3. The User shall indemnify ACTUARIAL Group for any claims, penalties, fines, judgments or seizures resulting from the breach by the same, while using the website, of the laws of intellectual and industrial property, as well as for any loss caused to third parties by fault or negligence attributable to the User.
4. The User is solely responsible for any damages or losses, including loss of data, caused to its system and/or computer equipment resulting from the use of the materials, content or software available on the website, unless these are proven to have been caused intentionally or through gross negligence of ACTUARIAL Group.
5. ACTUARIAL Group shall not be liable for any damages or losses that may result from:
  - (i) The operation of the User's system and/or computer equipment;
  - (ii) Difficulties in using the website caused by, namely, delays, interruptions, errors, interferences or suspension of communications, viruses, bugs or malfunctions;
  - (iii) Delays caused by deficiencies or traffic overloads of the Internet or other electronic systems;
  - (iv) Illegitimate actions by third parties, errors or security weaknesses resulting from the use of outdated or unsafe equipment or browsers, failures of the electronic communications services used by the User, as well as damages, errors and inaccuracies that may result from their malfunction.

## **Clause 8 (Governing Law and Jurisdiction)**

1. These Terms and Conditions of Use shall be governed by the laws in force in the country where ACTUARIAL Group's headquarters are domiciled (Portugal).
2. The parties have agreed to submit any dispute arising from the interpretation or application of these Terms and Conditions of Use to the judicial courts of the country where ACTUARIAL Group's headquarters are domiciled (Portugal), with the express waiver of any other.