

## TERMS & CONDITIONS OF USE (MOBILE APP)

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### 1. TERMS OF USE

The Mobile Application *JOÃO BORGES AESTHETIC DENTISTRY®* ("Mobile Application" or "Mobile App"), is property of **JBORGES – SOCIEDADE UNIPESSOAL, LDA.**, with head office at Avenida da Liberdade, 220 – 1.º, 1250-147 Lisboa, with tax ID number 510275290, registered at the Commercial Registration Office with the same number, with share capital of € 7.200,00 (seven thousand and two hundred euros).

By downloading, browsing, accessing or using this mobile application, you agree to be bound by these Terms and Conditions of Use. We reserve the right to amend these terms and conditions at any time. If you disagree with any of these Terms and Conditions of Use, you must immediately discontinue your access to the Mobile App and your use of the services offered on the Mobile App.

### 2. GENERAL ISSUES ABOUT THE MOBILE APPLICATION AND THE SERVICES

*2.1 Applicability of terms and conditions:* The use of any Services and/or the Mobile Application are subject to these Terms and Conditions of Use.

*2.2 Location:* The Mobile Application and its Services are intended solely for use by Users who access the Mobile Application.

*2.3 Scope:* The Mobile Application and its services are for your non-commercial, personal use only and must not be used for business purposes.

*2.4 Prevention on use:* We reserve the right to prevent you from using the Mobile Application and the Service (or any part of them).

*2.5 Equipment and Networks:* The provision of the Services and the Mobile Application does not include the provision of a mobile telephone or handheld device or other necessary equipment to access the Mobile Application or the Services. To use the Mobile Application or Services, you will require Internet connectivity and appropriate telecommunication links. You acknowledge that the terms of agreement with your respective mobile network provider ("**Mobile Provider**") will continue to

apply when using the Mobile Application. As a result, you may be charged by the Mobile Provider for access to network connection services for the duration of the connection while accessing the Mobile Application or any such third party charges as may arise. You accept responsibility for any such charges that arise.

*2.6 Permission to use Mobile Application:* If you are not the bill payer for the mobile telephone or handheld device being used to access the Mobile Application, you will be assumed to have received permission from the bill payer for using the Mobile Application.

*2.7 License to Use Material:* By submitting any text or images (including photographs) ("**Material**") via the Application, you represent that you are the owner of the Material, or have proper authorization from the owner of the Material to use, reproduce and distribute it. You hereby grant us a worldwide, royalty-free, non-exclusive license to use the Material to promote any products or services.

*2.8 License to Use the App:* We grant you a free and limited license to access and use the mobile application, except to modify or download (except specifically authorized) of all or part of the mobile app. This license does not include any permission to sell or make a commercial use of this mobile app, or its contents.

### **3. YOUR OBLIGATIONS**

*3.1 Accurate information:* You warrant that all information provided on Registration and contained as part of your Account is true, complete and accurate and that you will promptly inform us of any changes to such information by updating the information in your Account.

*3.2 Prohibitions in relation to usage of Services or Mobile Application:* Without limitation, you undertake not to use or permit anyone else to use the Services or Mobile Application.

*3.3 Prohibitions in relation to usage of Services, Mobile Application:* Without limitation, you further undertake not to or permit anyone else to:-

3.3.1 resell any products or services herein provided;

3.3.2 furnish false data including false names, addresses and contact details;

3.3.3 attempt to circumvent our security or network including to access data not intended for you, log into a server or account you are not expressly authorised to access, or probe the security of other networks (such as running a port scan);

3.3.4 execute any form of network monitoring which will intercept data not intended for you;

3.3.5 enter into fraudulent interactions or transactions with us;

3.3.6 extract data from or hack into the Mobile Application;

3.3.7 use the Services or Mobile Application in breach of these Terms and Conditions of Use;

3.3.8 engage in any unlawful activity in connection with the use of the Mobile Application or the Services; or

3.3.9 engage in any conduct which, in our exclusive reasonable opinion, restricts or inhibits any other customer from properly using or enjoying the Mobile Application or Services.

#### **4. RULES ABOUT USE OF THE SERVICE AND THE MOBILE APPLICATION**

4.1 We will use reasonable endeavours to correct any errors or omissions as soon as practicable after being notified of them. However, we do not guarantee that the Services or the Mobile Application will be free of faults, and we do not accept liability for any such faults, errors or omissions. In the event of any such error, fault or omission, you should report it by contacting us at [info@joaoborges.net](mailto:info@joaoborges.net).

4.2 We do not warrant that your use of the Services or the Mobile Application will be uninterrupted and we do not warrant that any information (or messages) transmitted via the Services or the Mobile Application will be transmitted accurately, reliably, in a timely manner or at all. Notwithstanding that we will try to allow uninterrupted access to the Services and the Mobile Application, access to the Services and the Mobile Application may be suspended, restricted or terminated at any time.

4.3 We do not give any warranty that the Services and the Mobile Application are free from viruses or anything else which may have a harmful effect on any technology.

4.4 We reserve the right to change, modify, substitute, suspend or remove without notice any information or Services on the Mobile Application from time to time. Your access to the Mobile Application and/or the Services may also be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore such access as soon as we reasonably can. For the avoidance of doubt, we reserve the right to withdraw any information or Services from the Mobile Application at any time.

4.5 We reserve the right to block access to and/or to edit or remove any material which in our reasonable opinion may give rise to a breach of these Terms and Conditions of Use.

## **5. SUSPENSION AND TERMINATION**

5.1 If you use (or anyone other than you, with your permission uses) the Mobile Application, any Services in contravention of these Terms and Conditions of Use, we may suspend your use of the Services and/or Mobile Application.

5.2 If we suspend the Services or Mobile Application, we may refuse to restore the Services or Mobile Application for your use until we receive an assurance from you, in a form we deem acceptable, that there will be no further breach of the provisions of these Terms and Conditions of Use.

5.3 Our rights under this Clause 8 shall not prejudice any other right or remedy we may have in respect of any breach or any rights, obligations or liabilities accrued prior to termination.

## **6. DISCLAIMER AND EXCLUSION OF LIABILITY**

6.1 The Mobile Application, the Services, the information on the Mobile Application and use of all related facilities are provided on an "as is, as available" basis without any warranties whether express or implied.

6.2 We do not warrant that the Mobile Application will always be accessible, uninterrupted, timely, secure, error free or free from computer virus or other invasive or damaging code or that the Mobile Application will not be affected by any force majeure events, including inability to obtain or shortage of necessary materials,

equipment facilities, power or telecommunications, lack of telecommunications equipment or facilities and failure of information technology or telecommunications equipment or facilities.

6.3 While we may use reasonable efforts to include accurate and up-to-date information on the Mobile Application, we make no warranties or representations as to its accuracy, timeliness or completeness.

6.4 Notwithstanding our efforts to ensure that our system is secure, you acknowledge that all electronic data transfers are potentially susceptible to interception by others. We cannot, and do not, warrant that data transfers pursuant to the Mobile Application, or electronic mail transmitted to and from us, will not be monitored or read by others.

## **8. INTELLECTUAL PROPERTY RIGHTS**

8.1 All editorial content, information, photographs, illustrations, artwork and other graphic materials, and names, logos and trade marks on the Mobile Application are protected by copyright laws and/or other laws and/or international treaties, and belong to us and/or our suppliers, as the case may be. These works, logos, graphics, sounds or images may not be copied, reproduced, retransmitted, distributed, disseminated, sold, published, broadcasted or circulated whether in whole or in part, unless expressly permitted by us and/or our suppliers, as the case may be.

8.2 Nothing contained on the Mobile Application should be construed as granting by implication, estoppel, or otherwise, any license or right to use any trademark displayed on the Mobile Application without our written permission. Misuse of any trademarks or any other content displayed on the Mobile Application is prohibited.

8.3 We will not hesitate to take legal action against any unauthorised usage of our trade marks, name or symbols to preserve and protect its rights in the matter. All rights not expressly granted herein are reserved. Other product and company names mentioned herein may also be the trade marks of their respective owners.

## **9. AMENDMENTS**

We reserve the right to amend these Terms and Conditions of Use from time to time without notice. The revised Terms and Conditions of Use will be posted on the Mobile Application and shall take effect from the date of such posting. You are advised to review these terms and conditions periodically as they are binding upon you.

## **10. APPLICABLE LAW AND JURISDICTION**

10.1 The Mobile Application can be accessed from all countries around the world where the local technology permits. As each of these places have differing laws, by accessing the Mobile Application both you and we agree that the laws of Portugal.

10.2 You accept and agree that both you and we shall submit to the exclusive jurisdiction of the courts of Lisbon, Portugal, in respect of any dispute arising out of and/or in connection with these Terms and Conditions of Use.

## **11. PRIVACY**

Please read our Privacy Policy.