

****TERMS & CONDITIONS****

Cumberland Website

This Website was created, is owned, and operated by Cumberland Lda, headquartered at Avenida Jaime Cortesão No.22, 3.A, 1495-138 Algés, Portugal, tax ID number 516535005, (hereinafter referred to as "Cumberland"), and its use is governed by these Terms of Use.

Acceptance of Terms of Use

The user of the Site ("User") acknowledges that by using this Site, they are accepting these Terms of Use.

Amendment of Terms of Use

Cumberland reserves the right to change, add, update, or delete these Terms of Use in whole or in part at any time without prior notice and with immediate effect.

The User should periodically check the page of these Terms of Use to confirm if any updates or changes have been made. If the User does not agree with any of the rules of use, they should not use the Site.

Access to the Site

Access to the Site does not require registration. Cumberland has the exclusive right to suspend, in whole or in part, access to the Site at any time, especially during management, maintenance, repair, alteration, or modernization operations, and to permanently or temporarily terminate, in whole or in part, at any time at its discretion, the Site or any of its services, without prior notice.

Site Usage

Site usage is subject to compliance with the following rules:

- Do not use the Site to send or make available any illegal, false, misleading, threatening, malicious, abusive, defamatory, slanderous, privacy-invasive, racially, ethically, or morally objectionable, harmful, or demeaning content, or content that could negatively affect Cumberland's image.

- Do not use the Site to send or make available information or content that belongs to third parties and that you do not have the right to use, such as content protected by third-party copyright or content containing third-party personal data.
- Do not use the Site to provide or transmit any material that contains or may contain viruses, worms, defects, Trojan horses, or other computer code, files, or programs that are capable of disrupting, destroying, or limiting the functionality of any computer equipment or system (hardware or software) or communication equipment.
- Do not use or exploit, for commercial purposes or in any paid manner, the Site, including its contents, materials, functionalities, or resources. Specifically, you may not promote or advertise any brand, product, or service on the Site, such as through sales offers, sponsorship requests, or contest promotions.
- Do not remove any copyright notice, trademark, or ownership notices.
- Do not impersonate anyone or any entity, including but not limited to a Cumberland representative; do not host or pretend to host others, or falsely claim relationships or connections with anyone.
- Do not provide or transmit any unsolicited or unauthorized content such as SPAM.
- Do not collect, store, provide, transmit, exploit, or reproduce information about other users (including usernames and/or email addresses) for unauthorized purposes.

In general, the User must use the Site responsibly, prudently, and carefully, without disrupting or degrading its continuity, integrity, and quality of resources and functionalities. The User acknowledges that their use of the Site is at their own risk, and they are solely responsible for any damage caused to their system and/or computer equipment or other damages or losses, including data loss or damage, resulting from the use of materials, content, or information obtained through the Site in any way.

Intellectual Property Rights

The User acknowledges that the Site, its structure and layout, the selection, organization, and presentation of its content, including its functionalities and the software used therein, as well as the trademarks, logos, and symbols displayed on the Site, are owned by Cumberland or properly licensed to Cumberland.

The User further acknowledges that the contents of this Site (texts, images, graphics, sound and animation, and all other information made available) are protected by intellectual property rights, and agrees to respect such rights.

Cumberland is responsible for managing the design, layout, and arrangement of all information, content, and materials on the Site; therefore, Cumberland may at any time update, modify, or delete any content, services, options, or functionalities, as well as modify their presentation and configuration and change their respective URLs.

The User is not authorized to transmit, communicate to the public, publish, make available to the public, modify, transform, copy, sell, use, or distribute in any way the texts, images, or other information contained on this Site or any part of the Site without prior written authorization from Cumberland. The use of trademarks and logos on this Site, as well as the availability of materials and products on the Site, does not grant, nor can it be construed as granting, permission for Users to use such trademarks, logos, or materials directly or indirectly.

Personal Data

The use of this Site does not necessarily imply the provision of personal data. However, if you wish to request contact and clarification, submit a complaint, comments, or suggestions, you should provide some data, including your name and email, which will be processed in accordance with the Privacy Policy defined on this Site - <https://www.cumberland.pt>

Information

The information provided on the Cumberland Site is primarily intended to clarify and inform Users about aspects related to Cumberland's activities and services, as well as the products promoted and/or marketed by Cumberland.

Responsibility and Warranties

The Site was developed with our Users' interests in mind. However, we cannot guarantee that the Site or any functionality available therein will meet any needs and expectations you may have or serve your specific purposes.

Cumberland also does not guarantee that:

- The results obtained through the use of the Site are correct, true, appropriate, or reliable.

- Any advice, recommendation, or information of any kind provided or made available on the Site by Cumberland, or obtained through its use, is current, accurate, complete, or free from errors – Cumberland informs that it assumes no legal duty in this matter.
- Any material or other content provided by third parties through the Site is safe, legal, or appropriate.
- The qualities, functionalities, or characteristics of the products, services, information, or other materials or content disclosed on the Site meet any user expectations.

Cumberland shall not be liable for errors that may occur due to system irregularities, Site failure (temporary or permanent), applications, or other tools. Cumberland shall not be liable for any damages resulting from improper use or inability to use the Site.

Links to Third-Party Sites

Cumberland may provide links to pages of other entities. These Sites do not belong to, are not operated or controlled by Cumberland, and Cumberland does not endorse, approve, or in any way support or subscribe to the content of these Sites or those linked to or mentioned therein. The establishment of links does not imply, under any circumstances, the existence of relationships between Cumberland and the owner or manager of the web page to which the link refers.

Therefore, Cumberland is not responsible for the legality, reliability, or quality of any content made available therein, nor for compliance with the applicable legal rules regarding the content available there, and the use of these links is entirely at the Users' own risk.

Security

Cumberland does not guarantee that the Site will function uninterrupted, error-free, or continuously available.

Cumberland makes its best efforts to ensure that the Site does not contain any viruses or other dangerous elements for your computer. However, since Cumberland cannot fully control the circulation of

information over the Internet, Cumberland cannot guarantee that they do not contain any viruses or other elements that may damage your computer.

To ensure the security of the Site, Cumberland may, at any time and without prior notice, take the necessary steps to ensure the integrity, security, continuity, or quality of the Site, including access restrictions or limitations.

Validity of Terms and Conditions of Use

If any part or provision of these Terms of Use is unenforceable or conflicts with applicable law, the validity of the remaining parts or provisions will not be affected.

Queries

If you have any questions about these Terms of Use, please contact us via email at manuel.rocha@cumberland.pt or by mail at the address: Avenida Jaime Cortesão, No.22, 3.A, 1495-138 Algés, Portugal.

Applicable Law

The management, administration, use, and application of the Site's Terms of Use are governed by Portuguese law.

Jurisdiction

For the resolution of any issues and disputes arising from these Terms and Conditions, the courts of Lisbon shall have exclusive jurisdiction, with express waiver of any other jurisdiction.