Terms and Conditions

#### Blue Market Agency Unipessoal Lda. based in Avenida de França, 20, 5º Piso, sala 501, 4050-275 Porto, Portugal (“Blue Market”), owns a service of Permission Marketing Campaigns, among other activities. This service is provided by several websites of the company. The permission marketing campaigns service is provided to the user (here on "the Subscriber") under the terms and conditions of this agreement of terms and conditions. This document represents the entire agreement between the Subscriber and Blue Market.

# Description of Service

#### The Permission marketing campaigns service consists in sending by e-mail and / or SMS information and advertisement about adequate products and services, that the user agrees in receiving.

#### The Subscriber declares that he agrees to the following: (1) provide updated, complete and truthful information about the Subscriber as requested by the service and (2) maintain and update the same information to keep it up to date, complete and truthful.

#### The Subscriber declares that he knows and is aware that the provided data (the "Registration Information") will be incorporated into an automated file or in a process of personal data handling.

#### If any information from the Subscriber is false or inaccurate, Blue Market reserves the right to cancel the subscription of the Subscriber and to terminate the rights of the Subscriber to use the Service.

#### The Subscriber authorizes Blue Market to save and use the subscriber data to offer other services and products.

#### The subscriber knows and is aware that the Registration Information is collected, recorded and stored on the servers of Blue Market.

#### The Subscriber may exercise their rights of access, rectification, cancellation and opposition regarding the processing of their personal data.

#### The rights can be exercised through the following means: a) Through the cancellation links present in every communications sent via email; b) By email: mydata@bluemarketagency.com, with the subject remove c) By post to the address above.

# Limitation of Liability

#### The Subscriber expressly agrees to assume exclusively any and all risk arising from the use of Permission marketing campaigns service.

#### Blue Market is not responsible neither for the Impossibility to use, business interruption, nor for direct or indirect, special, incidental, or consequent damages, caused by any kind of negligence (including loss of benefits).

#### Blue Market does not guarantee that the service responds to subscriber requirements or that the service is not interrupted, is safe, timely or error free, as it does not guarantee the results that are obtained using the service, and the exactitude or reliability of the information obtained through the service.

#### Also, it does not guarantee the correction of defects in the service. The websites and emails sent by Blue Market may contain links to other websites which are outside Blue Market control.

#### If accessing other sites using this links, be aware that these sites can possibly ask for and collect personal data, in accordance with its privacy policy, which may differ from ours. It is also important to note that websites and emails sent by Blue Market may occasionally provide links to other sites created and managed by other organizations.

#### Since these sites are not owned by Blue Market we can not guarantee the quality, suitability or operation of the same ones, and our relationship with these websites does not imply an endorsement of products or services sold or advertised, or any information present on these sites.

#### We strongly recommend the user to be careful, once Blue Market will not be responsible, directly or indirectly, for any damage or loss caused or allegedly caused to the user or family regarding the use of content, goods or services available in these websites.

# Prohibition of Resale or Commercial Use of the Services

#### The use of the Services is just for Subscribers and Customers (Sponsors) of Blue Market. The Subscribers and Sponsors agree not to assign or make any commercial use of the Service without the express permission of Blue Market.

# Subscriber’s Conduct

#### The Subscriber is the only responsible for the content of the transmissions through the Service. The use of the service by the Subscriber is subject to local, provincial, autonomous, national and international laws and regulations. The Subscriber agrees: (1) Not to use the Service neither for illegal purposes, nor for purposes prohibited by this document; (2) Not to interfere with the network systems connected to the Service or dismantle them; (3) To comply to all regulations, rules and procedures of networks connected to systems Permission marketing campaigns service. Blue Market by its own discretion, may terminate Permission marketing campaigns service immediately, if the conduct of the subscriber is not in accordance with these terms and conditions.

# Compensation

#### The Subscriber agrees to indemnify and exonerate from all liability Blue Market, its management and employees, in case of any claim or proceeding, including reasonable attorneys' fees, provided by others as a result of the use of Permission marketing campaigns service by the Subscriber, or by the infringement of this agreement by the Subscriber, as well as by the infringement of another Subscriber or User of Permission marketing campaigns service using the computer of the Subscriber, intellectual property, industrial or any other right of an individual or legal person.

# Participation or adherence to advertising campaigns

#### The Subscriber can maintain correspondence with the sponsors that present their products on the Permission marketing campaigns service or participate in their advertising campaigns. This correspondence or participation in campaigns, including the delivery of goods and the supply of services and their payment, and any other terms, conditions, warranties related to such mailings or advertising campaigns will be established just between the Subscriber and the Sponsor. Blue Market assumes no responsibility or liability derived from any such correspondence or participation.

# General Terms

#### This agreement is governed by the Portuguese law, and the parties to any contentious issue derived from this Agreement will always refer to Judges and Porto Courts (Portugal). The clause headings in this agreement are used just for the convenience of the parties and they do not have legal or contractual significance.

# Changes in Terms of Service

#### Due to the special conditions of service, and in order to provide the most appropriate service at every moment, Blue Market may modify the terms and conditions of this Agreement by notifying the Subscriber by submitting changes on the website, to make them known to the Subscriber. The uninterrupted use of Permission marketing campaigns service by the Subscriber shall constitute a ratification of this document, with the modifications and changes that have been introduced.

# Changes in the service

#### For the reasons mentioned above, Blue Market has the right to modify or discontinue, the whole or part of the Permission marketing campaigns service with or without having notified the Subscriber. Blue Market will not respond neither to the Subscriber nor to others for exercising their right to modify or discontinue the Permission marketing campaigns service.

# Termination of Relationship

#### Both the Subscriber as the Blue Market may finalize the Service at any time without prior notice or justification and such decision shall be effective immediately.

#### Blue Market will not respond neither to the Subscriber nor to others by the end of the permission marketing campaigns service.

#### In case of Subscriber disagreement in any of the terms and conditions of this Agreement or in any of its modifications, or in case of not being satisfied with permission marketing campaigns service, the resource is: (1) To stop using the service; (2) To cancel the subscription to the Service; (3) To notify Blue Market of the termination, by the means described in paragraph 1 (Service Description). At the moment of termination of the Service the rights of using the Permission marketing campaigns service by the subscriber cease immediately.

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