

Terms and conditions

Clauses of the general conditions of service

Paulo Roberto Batista da Silva with NIF: 215746180, hereinafter referred to as Paulo Roberto Batista da Silva, with headquarters at Rua Professor Egas Moniz n60, 8005-277, Montenegro Faro, Portugal (Continente), responsible for this website (www.faroparkandtravel.com) presents the terms and conditions of use and pre-contractual information relating to contracts concluded remotely on this “site”, referred to in article 4 of Decree-Law no. 24/2019 of 1 May.

Paulo Roberto Batista da Silva reserves the right to freely modify pre-contractual information in order to adapt it to applicable legislation, without the need for any prior notice.

By clicking on “Buy” in the shopping cart, the user agrees to agree with the clauses described below.

The user undertakes to use this website in compliance with the provisions of applicable legislation, refraining from using the website for activities contrary to the law, morals and good customs or rights and interests of third parties.

This website may have links to other websites, which may contain useful information or tools for our users, however these General Conditions will not apply to these third-party websites. As such, the user must inform themselves about the Terms and Conditions of Use of the website to which they were redirected.

In order to improve and continue developing this website, Paulo Roberto Batista da Silva reserves the right to modify unilaterally and at any time, without prior notice, the content present on this website and its content, the services provided and the General Conditions of Use, except for contracts already signed and in progress.

The content and services used to present this website on the network are the property of Paulo Roberto Batista da Silva, as is their use. The dissemination and distribution of links on other digital or physical platforms, which are destined for this website, are authorized as long as they are not accompanied by comments or opinions of their own, not authorized by Paulo Roberto Batista da Silva. The copying and dissemination of logos, texts, images and videos on this website is not permitted.

Paulo Roberto Batista da Silva discloses information regarding the characteristics of the products through technical descriptions shared by its suppliers, therefore, the images of the products presented on the website are merely illustrative. The customer must consult the detailed description of the product and decide for themselves whether the purchase of the product or article suits their needs. Paulo Roberto Batista da Silva is not responsible for any errors in the prices published on the website and for the validity of the technical descriptions of the products, as well as the images. There may be differences between the image and the product itself. Paulo Roberto Batista da Silva maintains a continuous effort to keep the information on this website free from typographical and image errors. Whenever these occur, Paulo Roberto Batista da Silva will correct them as soon as possible, in order to minimize any situations of possible errors that may occur.

Obligations of Customers and Users

Users of this website undertake to comply with and respect the General Conditions of Contract and Use set out on this page, namely:

Not to introduce, store or disseminate through the website defamatory, obscene, insulting, xenophobic and/or any other content that violates the general principles of law and public order;

To save and guarantee the security of your access credentials to this platform, and not to disclose your access password in order to prevent third parties from accessing your account.

Guaranteeing the veracity of your data, entered on the website in order to make the purchase.

Not to misuse the services available on this website, namely and not exclusively: SQL injection, phishing, improper access to accounts and data of users other than yours.

Its users are therefore expressly prohibited from transmitting messages or information that are offensive, misleading, defamatory, obscene or that violate, in any way, the right to privacy or intellectual or industrial property of third parties, as well as the provision of any information that may be harmful to third parties or the website owner.

Paulo Roberto Batista da Silva reserves the right to delete any user account that violates the provisions of this page.

Paulo Roberto Batista da Silva declines any responsibility for any delays or impossibility in processing orders, resulting from an error or insufficient data communicated by the customer.

PERSONAL DATA

1. The entity responsible for processing personal data is Paulo Roberto Batista da Silva.

2. Paulo Roberto Batista da Silva has appointed a data protection officer who can be contacted directly via faroparkandtravel@gmail.com

3. The personal data of Paulo Roberto Batista da Silva Customers are processed because they are necessary for the registration of invoices, in compliance with legal obligations imposed on Paulo Roberto Batista da Silva in pursuit of Paulo Roberto Batista da Silva legitimate interests or because they were object of consent. The data identified in the Membership Form as being mandatory to provide is essential for the provision of the service by Paulo Roberto Batista da Silva. The omission or inaccuracy of this data or other information provided by the customer is their sole responsibility.

4. Personal data provided by the Customer or generated by the use of the service will be processed and stored electronically, intended to be used by Paulo Roberto Batista da Silva for: marketing and sales, customer management and service provision, accounting management, tax and administrative, litigation management, fraud detection, revenue protection and auditing, network and systems management, information security and physical security control, operator management and compliance with legal obligations.

5. Data processing for marketing purposes will be carried out in accordance with the option and consent expressed by the Customer. Consent must be prior, free, informed, specific and unequivocal, expressed in a written or oral statement or through the validation of an option. The Customer may object to the processing of data for marketing purposes at any time and by any means.

6. The Customer's personal data may be included in the telephone directories and information services of third parties, including the Universal Service provider, provided that the Customer gives his/her consent.

7. Personal data is retained for different periods of time, depending on the purpose for which it is intended and taking into account legal criteria, necessity and minimization of retention time. In particular, as regards traffic data, this may be kept until the end of the period during which the invoice can be legally challenged or payment claimed, or for the periods legally defined for the purposes of investigation and legal actions of a criminal nature.

8. The Customer is guaranteed the right of access, rectification, opposition, erasure, limitation and portability of their personal data. The exercise of rights can be requested through or by written request sent to faroparkandtravel@gmail.com

9. The Customer can obtain complete and updated information about Paulo Roberto Batista da Silva privacy policy and processing of personal data.

10. The points mentioned above aim to comply with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council, of April 27th (General Data Protection Regulation), and will therefore only be applicable from May 25th 2018.

COOKIE POLICY

Paulo Roberto Batista da Silva uses its own and third-party cookies to analyze user behavior to improve performance and user experience.

Cookies used:

- Authentication
- Session
- Permanent
- Performance
- Functional
- HTTP

It is the user's responsibility to manage Cookies in the way that is most convenient for them. You can accept, delete, refuse or configure Cookies alerts in the "options" or "preferences" menu of your browser. The Cookies used by Paulo Roberto Batista da Silva serve to guarantee the services provided and that the browsing experience is the best possible. By disabling them you may not be able to use some features (eg login) or have a less pleasant browsing experience.

Paulo Roberto Batista da Silva does not collect information to be provided to third parties nor does it store customer data that is not strictly necessary for the use of the website.

DELIVERIES AND SHIPPING

1. Orders placed are delivered by one of the logistics partners, to the address indicated in the fields in the “Postal Address” section in the shopping cart.

2. Deliveries are made from Monday to Friday in mainland Portugal at pre-defined time intervals, which you must select at check-out.

If you are not at the delivery address, you must contact the logistics partner and follow their instructions.

3. Shipping costs will be calculated according to the values charged by the logistics partner and presented in the shopping cart next to the value of the items and added to the total value of the order.

4. If you have a coupon or voucher applicable to the delivery cost, it will be calculated after discounting coupons and applying discounts.

5. Delivery times

5.1. Delivery time depends on the delivery service you choose and the logistics partner. Deliveries may take approximately 2 weeks depending on the availability of the item and location of the delivery address.

5.2. In the case of unforeseen events or unforeseen circumstances, these may, on occasion, lead to longer delivery times.

5.3. If the logistics partner provides a platform for tracking orders, the order code will be sent so that you can track it on the platform designated for this purpose.

6. Shipping and delivery estimates.

6.1. All deadlines are an estimate of the time it takes between dispatch of products from our warehouses and delivery to the postal address and may change at any time without prior notice. Items in the order will be dispatched when available for delivery. Items marked "Dispatched in X hours" are dispatched from our warehouse after the indicated hours.

6.2. An email will be sent at the time of dispatch to the email entered in the email field in the shopping cart. Where you will be informed of the estimate for delivery of the order. To resolve problems with orders, you should contact the logistics partner's customer support. The days and times indicated are always counted as working days.

EXCHANGES AND RETURNS POLICY

When purchasing an item on www.faroparkandtravel.com, the user is covered by the Satisfaction Guarantee, having 14 days, after receiving the goods, to return or exchange the item, as provided in Decree-Law No. 24/2014, of 14 of February.

1. Charges

Upon free Termination of the Contract, return shipping costs are the responsibility of the consumer, as set out in paragraph 2 of article 13 of Decree-Law no. 24/2014, of February 14th.

2. Conditions

Returns will only be accepted if:

- The articles do not show signs of misuse

- Return of the item and all its accessories, instruction manual and original packaging in perfect condition.

- If the return is made: Up to the 14th (fourteenth) consecutive day, starting from the day of delivery.

- The article must not be detached from protective stickers and labels that make the article unfeasible for sale.

3. Exchanges or Returns

To begin the return or exchange process, the customer must contact "Customer Support" using the means indicated in the "contacts" tab and send the item to the address defined for this

purpose in the “contacts” section on the www.faroparkandtravel.com website with the article and respective invoice, care of Paulo Roberto Batista da Silva Customer Support. The cost of return shipping is the responsibility of the customer.

3.1. Exchanges:

To make an exchange, the customer must first contact “Customer Support” and explain the situation. Shipping costs for the second item are the responsibility of the customer and the item will only be shipped after payment of this amount. Item exchanges may be limited on certain items.

After contacting “Customer Support”, the customer will be informed of the next steps to return the item and receive the new item.

3.2. Returns:

Returns will only be accepted if they comply with the provisions of point “2. Conditions” on this page and in this case the return will be made to the customer without shipping costs/postage.

4. Damage to merchandise

We are not responsible for damages caused by incorrect use of the product and damages resulting from poor handling by the logistics partner are their sole responsibility. In the latter case, the customer must inform us of the damage found by contacting “Customer Support”, using the means provided in the separate “contact” section with a photo of the damage, so that the merchandise can be replaced without additional charge. The customer must keep the merchandise for later collection, and the carrier will be notified of the situation for compensation (the carrier will prepare an incident report to ensure that the damage was caused by them). Incidents are only accepted up to 5 days after the order is dispatched. After this period, neither Paulo Roberto Batista da Silva nor the carrier can be held responsible.

PAYMENT METHODS

Paulo Roberto Batista da Silva - Uses the partner IfthenPay to manage Payment Methods, each payment method may have extra costs associated.

1. MB Way

After clicking buy in the shopping cart you will receive a notification on the MBWaya App to make payment, you will have 5 minutes to pay the indicated amount. After that, the IfThenPay platform will inform our platform that your payment has been processed and we will begin the shipping process.

2. Debit and Credit Card

Visa or Mastercard cards are accepted, after filling in the details in the IfThenPay form, the payment will be processed and the IfThenPay platform will inform our platform that your payment has been processed and we will begin the shipping process.

3. Multibanco

The Paulo Roberto Batista da Silva platform will send an email with the entity, reference and the value of the order. With this data you can make the payment at an ATM or over the internet through your bank's home banking services. Make sure that the email address entered with the order is correct and in case of delay, confirm that the email is not in the spam folder. If you do not receive the email, you should contact "Customer Support" using the method indicated in the separate "contacts" section on this website.

4. Payshop

If you choose the Payshop payment method and write down or print the reference shown on the screen, an email will also be sent with the same reference, go to a CTT / Payshop Payment Point, pay in cash and keep the receipt . The system will automatically inform you that you have made the payment and we will begin the shipping process.

5. Bank Transfer

If you choose to pay by bank transfer, your account details (holder and IBAN) will be displayed on the screen. After making the transfer, you must send an email with the order reference and

proof to the email address faroparkandtravel@gmail.com. Your order will be shipped after payment confirmation, which may take up to two business days.

6. Stripe.com

If you choose to pay using Stripe, you will use the online payment platform of our partner, Stripe, Inc. whose website is www.stripe.com, where you can find the company contacts and terms and conditions.

7. Online Security

Whenever you make a payment through the website, the operation takes place in accordance with good practices for online transactions, with the use of a secure web protocol (HTTPS) or the existence of a Security Certificate (SSL), to guarantee the security of your personal and financial data.

The transaction is managed through a certified payment service provider, complying with all standards and security requirements in force for electronic payments.

Neither Paulo Roberto Batista da Silva nor its financial partner will be responsible for possible abuses due to viruses or illegal practices such as “fishing” or “man in the middle” attacks or others.

CLAIMS:

The Complaints Book is available online at <https://www.livroreclamacoes.pt/>. In the event of a dispute, the competent forum is: CIMAAL, whose website is www.consumidoronline.pt

Alternative Dispute Resolution for Consumer Disputes:

CIMAAL – Information, Mediation and Arbitration Center for Consumer Conflicts of Algarve

Address: Av 5 de Outubro nº 55 ground floor right – 8000-075 Faro

Phone: 289 823135

E-mail: cimal@mail.telepac.pt

Website: www.consumidoronline.pt

For updates and more information, please visit the consumer portal at:

www.consumidoronline.pt

(In accordance with Article 18 of Law No. 144/2015, of September 8)

PROMOTIONS AND DISCOUNTS

Paulo Roberto Batista da Silva reserves the right to cancel or change the conditions of the Promotion, partially or completely, at any time, committing to make its best efforts to promptly inform participants about the content and date of effect of the changes. to adherents.

For customers who have not yet joined the Promotion, Paulo Roberto Batista da Silva reserves the right to modify the conditions of any promotion or discount as well as the dates on which they are in force and/or freely terminate any promotion or discounts on its items, without the need for any prior notice.