

TERMS OF USE

WEBSITE [HTTP://WWW.SAKTHIPORTUGAL.PT/](http://www.sakthiportugal.pt/)

These Terms of Use establish the rules governing and applying to the access and use of the website <http://www.sakthiportugal.pt/> ("Website"). The Website was created, is owned and maintained by Sakthi Portugal, S.A., with registered address at Jorge Ferreirinha, nº 679, 4470-314, Maia – Portugal, with taxpayer and company number 504202219 (hereinafter referred to as "SAKTHI"), being the use thereof governed by these Terms of Use.

These Terms of Use are supplemented in all which is not herein provided for, by the Privacy Policy and the Cookie Policy which may also be accessed on the website.

1. ACCEPTANCE OF THE TERMS OF USE

The user of the Website ("User" or "Users") acknowledges that, by accessing and using this Website, it is accepting these Terms of Use.

2. AMENDMENT TO THE TERMS OF USE

SAKTHI reserves the right to amend, modify, update or remove, in whole or in part, at any time, without prior notice and with immediate effect these Terms of Use.

Users should review these Terms of Use from time to time in order to confirm if any updates or changes were made hereto.

If you do not agree with any of the rules set forth in these Terms of Use, do not use the Website.

3. ACCESS TO THE WEBSITE

Access to the Website does not require any registration. The User may access the Website and read the generic information presented in the different tabs.

SAKTHI has the exclusive right to, at any time, suspend, block, interrupt or terminate in whole or in part, the access to the Website, particularly in management, maintenance, repair, modification or update operations or to terminate, temporarily or definitively, in whole or in part, at its discretion and without notice the Website.

4. USE OF THE WEBSITE

In general, the User must use the Website in a responsible, cautious and careful manner, and must not disrupt or degrade the continuity, integrity and quality of the resources and features of the same, or collide with the rights and/or use of other Users.

You are not allowed to make available information or contents which belong to third parties and which you do not have the right to use, such as, for example, copyrighted content or content that contains personal data of third parties.

You are expressly forbidden from using the Website to make available or disseminate any material that contains or may contain virus, worms, defects, trojan horses or other item or computer codes, files or programs that may interrupt, destroy or limit the functionality of any computer system or equipment or communications equipment or which may adversely affect SAKTHI's image.

You must also not make available or disseminate any unsolicited or unauthorized content such as SPAM or collect, make available, transfer or exploit information on other Users for unauthorized purposes.

5. INTELLECTUAL PROPERTY RIGHTS

You acknowledge that the Website, its structure and layout, the selection, organization and presentation of its contents, including its functionalities and the software used, as well as the trademarks, logos, and symbols which appear on the Website are owned or held by SAKTHI or have been duly licensed to SAKTHI.

You acknowledge that the content of the Website (texts, images, graphics, sound and animation, and all other information available) is protected by intellectual property rights and you undertake complying with and respecting these rights.

It is SAKTHI's responsibility to manage the design, layout and structure of all information, content and materials on the Website, and as such SAKTHI may, at any time, update, modify or erase any content, services, options or features, as well as modify its presentation and configuration and modify its URL address.

The User is not allowed to transfer, broadcast, publish, make available to the public, modify, transform, copy, sell, use or distribute, in any form, the texts, images, or other information contained on this Website or part of the Website without SAKTHI's prior written consent. The use of trademarks and logos on this Website does not grant, nor may it be interpreted as granting permission to Users to use, directly or indirectly, such trademarks, logos or materials.

6. PERSONAL DATA

The use of this Website does not necessarily imply the processing of personal data. However, if you wish to leave a comment or require any clarification, you shall have to provide us with some personal data.

The data provided will be processed in accordance with the Privacy Policy, which must be reviewed by the User on the Website and which is deemed to be accepted by using the Website, as established therein.

7. LIABILITY AND WARRANTIES

The Website was developed pursuant to and in accordance with the Users' interests. However, we cannot guarantee that the Website or any functionality available in the same will meet any demands and expectations that you have or that serve your specific purposes.

SAKTHI also does not represent and warrant that:

- Any advice, recommendation or information of any kind, which is SAKTHI's responsibility, presented or made available on the Website, or obtained by use thereof, are accurate, precise, complete, or free from errors – SAKTHI undertakes no legal obligation in this matter;
- Any materials or other contents made available by third parties on the Website's are secure, legal or adequate;
- The functionalities, features or characteristics of the products, services, information or other materials or content published on the Website satisfy any expectation of the Users.

SAKTHI shall not be liable for any errors that may occur due to system irregularities or failure (temporary or permanent) of the Website, applications or other tools. SAKTHI shall not be liable for any damages arising from misuse or inability to use the Website.

8. SECURITY

SAKTHI does not guarantee that the Website will operate uninterrupted, will be free from errors or failures or that it shall be available uninterrupted.

SAKTHI will put its best efforts into ensuring that the Website does not have any type of virus or other related elements which may be dangerous to your computer. However, since SAKTHI cannot fully control the information flow on the Internet, it cannot guarantee that it does not contain any type of virus or other elements that may damage your computer.

In order to ensure security of the Website, SAKTHI may, at any time and without prior notice, take the necessary measures to ensure the integrity, security, continuity or quality of the Website, including restrictions or limitations of access.

9. WEBSITE'S OPERABILITY

SAKTHI may suspend, block, stop or cease access to the Website, for all or only one or more Users, in the following cases:

- When necessary due to technical, strategic, legal or business constraints;
- When necessary to ensure the security of, namely, communication channels, equipment or information;
- When it has strong suspicions of fraudulent or abusive use by the User or a third party;
- When required by its management, maintenance, repair, modification or update operations of the equipment, systems or any of the Site's functionalities;
- In other circumstances duly justified, including, in particular, in the event of non-compliance by the User of the User's obligations under these Terms of Use.

SAKTHI further has the exclusive right to, at any time, permanently or temporarily, in whole or in part, at any time and at its discretion, shut down the Website or any of its functionalities without prior notice.

10. LINKS

The Website may contain links to other entities' websites. These websites do not belong, are not operated nor controlled by SAKTHI and SAKTHI is therefore not liable nor responsible, and it does not control or approve the content of such websites or of websites linked or referred thereto. The insertion of links does not imply, in any case, the existence of relations between SAKTHI and the owner or manager of the web page to which the link refers.

Use of these links is the sole responsibility of the Users.

11. VALIDITY OF THE TERMS OF USE

If any part or provision of these Terms of Use is not enforceable or is in conflict with applicable law, the validity of the remaining parts or provisions shall not be affected.

12. QUESTIONS

In case you have any questions concerning these Terms of Use, please send us your request for information through the Website's Contact Form to the email sofia.festas@sakthiportugal.pt or to the address Rua Jorge Ferreirinha, nº 679, 4470-314, Maia, Portugal.

Any communication made by SAKTHI will be sent to the email which has been submitted in said Contact Form. The communications sent by email are deemed to have been received on the same day they are sent.

13. GOVERNING LAW AND JURISDICTION

These Terms of Use shall be governed by and construed in accordance with the laws of Portugal. Any disputes arising from these Terms of Use shall be settled by the courts of Maia, with express waiver of any other.

Last updated on: November 2017.