Terms and Conditions & Privacy Policy

Translation of the Portuguese Terms and Conditions of Estevez & Silva.

Definitions

Please read these Terms and Conditions carefully before using our Service.

Interpretation and Definitions

Words with a capitalised initial have meanings defined under the following conditions. The definitions apply in both the singular and the plural.

For the purposes of these Terms and Conditions:

• Affiliate means any entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for the election of directors or other managing authority.

• Country refers to Portugal, including the regions of Madeira and Funchal.

• Company (referred to as "the Company", "We", "Us" or "Our" in this Agreement) refers to the Company Estevez e Silva, Lda., NIF 516951521, Estrada José Avelino Pinto, nº 76, Edifício Tamariz, Blc C/D, Loja Z, Caniço, 9125-024.

• Device means any device that can access the Service, such as a computer, a mobile phone or a digital tablet.

• Service refers to the website.

• Terms and Conditions (also referred to as "Terms") mean these Terms and Conditions that form the entire agreement between the User and the Company regarding the use of the Service.

• Third-party Social Media Service means any services or content (including data, information, products or services) provided by a third party that may be displayed, included or made available by the Service.

• Website refers to "Estevez e Silva, Lda.", accessible at www.estevezesilva.com.

• User means the individual accessing or using the Service, or the company or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

These are the Terms and Conditions governing the use of this Service and the agreement that operates between the Customer and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Access to and use of the Service is conditioned on the User’s acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service, the User agrees to be bound by these Terms and Conditions. If the User disagrees with any part of these Terms and Conditions, the User may not access the Service.

The User declares to be over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on your acceptance of and compliance with the Company's Privacy Policy. Our Privacy Policy describes our policies and procedures on the collection, use and disclosure of your personal information when you use the Website and tells you about your privacy rights and how the law protects you. Please read our Privacy Policy carefully before using our Service.

Links to other websites

Our Service may contain links to third-party websites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies or practices of any third-party websites or services. The User further acknowledges and agrees that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such websites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit.

Termination

We may terminate or suspend your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if the User breaches these Terms and Conditions.

Upon termination, your right to use the Service will cease immediately.

Limitation of liability

Notwithstanding any damages you might incur, the entire liability of the Company and any of its suppliers under any provision of these Terms and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by the Customer through the Service or 100 EUR if the Customer has not purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of these Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

"AS IS" and "AS AVAILABLE" disclaimer

The Service is provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and

warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the Company's providers makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, Trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to the User. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

Governing law

The laws of the Country, excluding its conflicts of law rules, shall govern these Terms and your use of the Service. Your use may also be subject to other local, state, national or international laws.

Dispute resolution

If you have any concern or dispute about the Service, you agree to first try to resolve the dispute informally by contacting the Company.

For European Union (EU) users

If you are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident.

United States legal compliance

You represent and warrant that (i) you are not located in a country that is subject to a United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) you are not listed on any United States government list of prohibited or restricted parties.

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter, nor shall the waiver of a breach constitute a waiver of any subsequent breach.

Translation interpretation

These Terms and Conditions may have been translated if we have made them available on our Service. The Seller agrees that the original English text shall prevail in the case of a dispute.

Changes to these Terms and Conditions

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, the Purchaser agrees to be bound by the revised terms. If the Purchaser does not agree to the new terms, in whole or in part, the Purchaser should stop using the website and the Service.

Privacy Policy

It is Estevezesilva's policy to respect your privacy regarding any information we may collect on our website, Estevezesilva, and on other sites we own and operate.

We only ask for personal information when it is necessary to provide a service. We collect it by fair and lawful means, always with your knowledge and consent. We also let you know why we are collecting it and how it will be used.

We only retain collected information for as long as necessary to provide the requested service. We store data by commercially acceptable means, with protective measures to prevent loss and theft, as well as unauthorised access, disclosure, copying, use or modification.

We do not share personally identifying information publicly or with third parties, except when required by law.

Our website may link to external sites that are not operated by us. Please be aware that we have no control over the content and practices of these sites and cannot accept responsibility for their privacy policies.

You are free to refuse our request for personal information, with the understanding that this may limit the availability of certain services.

Your continued use of our website will be regarded as acceptance of the practices described in this privacy policy. If you have any questions about how we handle user data and personal information, feel free to contact us.

Cookies and advertising

The Google AdSense service, used to display advertising on our website, uses the DoubleClick cookie to serve more relevant ads across the web and to limit the number of times a given ad is shown. For more information on Google AdSense, see the official Google AdSense privacy FAQ.

We use ads to offset the costs of running this site and to fund further development. The behavioural advertising cookies used by this site are designed to show more relevant ads by anonymously tracking your interests and suggesting content that may interest you.

Several partners advertise on our behalf. Affiliate tracking cookies allow us to see whether customers came to our site through a partner link, so that we can credit them appropriately and validate promotions offered.

User commitment

The User undertakes to make appropriate use of the content and information that Estevezesilva offers on its website, in accordance with the following guidelines, by way of example but not limitation:

A) Not to engage in activities that are illegal or contrary to good faith and public order;

B) Not to disseminate propaganda or content of a racist or xenophobic nature, relating to gambling, any kind of illegal pornography, advocating terrorism or contrary to human rights;

C) Not to cause damage to the physical (hardware) and logical (software) systems of Estevezesilva, its suppliers or third parties, nor to introduce or spread viruses or other hardware or software systems capable of causing the damage mentioned above.

More information

We hope this policy has been clear. As mentioned above, if you are unsure whether you need a particular feature, we recommend leaving cookies enabled, especially if you interact with specific features of our site.

Contact us

If you have any questions about these Terms and Conditions, you can contact us:

By e-mail: estevezesilva.ltd@gmail.com

By visiting this page on our website: www.estevezesilva.com

By phone: (+351) 935 379 884 · Head office: 291 649 494

This policy has been in effect since 25 October 2022, 13:30.