

GENERAL TERMS AND CONDITIONS

1. OBJECT

1.1 Vialivre allows all non-residents in Portuguese territory, via this Website, to proceed to the settlement of pending toll charges together with all associated administrative fees, as per the law. There are two ways to proceed to such settlement:

- a. Query and voluntary payment of the due amount of toll charges and administrative fees by filing in the vehicle registration number, without previous registration;
- b. Query and voluntary payment of the due amount of the toll charges and administrative fees with previous registration;

2. TERMS OF WEBSITE ACCESS AND FUNCTIONS

2.1 Vialivre could subject the access to certain functions available on the Website to a previous registration. This registration will be undertaken by filling in an on-line form, providing Vialivre with certain personal data.

2.2 The user may settle the due charges using a credit/ debit card.

3. TERMS OF WEBSITE USE

3.1 The User undertakes to make good use of all Website's contents and functions in a diligently, legal and ethical manner, in compliance with what is described in these General Terms and Conditions, not interfering, disturbing or degrading the continuity and quality of the services and functions provided and accepting all the policies regarding all of the Website functions.

3.2 Therefore, the user undertakes to refrain from the following actions, listed hereby as an example, meaning that the list is not comprehensive:

- a) Using the Website for purposes or effects that are illegal, contrary to what is described in the current General Terms and Conditions, against the rights and interests of a third party, or in such a way that could damage, disable, or overload the Website, preventing the proper functioning of the services provide to others.
- b) Performing, or intending to perform illegal activities that go against Vialivre's rights, against Website users or the other internet users, as well as against any third party not mentioned above.
- c) Obtaining or trying to obtain information, messages, graphics, sketches, sound or image files, photographs, recordings, software, and, in general, any type of material accessible through the Website, using other means and ways than the ones made available by Vialivre, SA.

d) Providing, transmitting, sending, producing, reproducing any content that infringe with any patent registration, brand, industrial secret, or any other copyright, either private or institutional.

e) Providing, transmitting, sending, producing, reproducing any content without the proper use authorisation (including, without limitation, confidential information obtained within the job position).

f) Collecting, storing, providing, transmitting, sending, producing or reproducing in any possible format or way, private information belonging to third parties.

g) Providing, transmitting, sending, producing or reproducing, intentionally or accidentally, any material that contains a software virus or any other piece of software code, files or programmes with the purpose, even if such goal be missed, of disrupting, destroying, or limiting the correct operation of any computer, IT system (hardware or software) or any telecommunications equipment.

h) Removing any copyright notice, commercial brand or any notices of ownership rights.

4. USER'S RESPONSIBILITY

4.1 Activities mentioned in 3.2 are forbidden to the user and represent a valid motive for an immediate suspension or termination, partial or definitive, temporary or permanent, of the Website use, without limitation of any other legal consequences.

4.2 The User acknowledges that he uses the Website at his own risk, being the sole responsible for any possible damage to the User's IT equipment, or for any other damage, including the loss of relevant data resulting from the use of the materials, contents or information obtained, in any way, via the Website.

5. VIALIVRE'S RESPONSIBILITY

5.1 This Website was created by Vialivre with information and data provided by both internal and external sources and is made available to all Users in its current condition and may contain some imprecisions and/or errors.

5.2 The Website presents some contents that link to other internet websites which have no connection with Vialivre. These external contents are the sole responsibility of the company that provides them.

5.3 Vialivre can only held responsible for damages that the User may suffer as a consequence of the Website use when such damages can be attributed to Vialivre as a result of an intentional action.

5.4 Vialivre cannot be held responsible for damages or losses of any nature that may result from the following items, listed hereby as an example, meaning that the list is not comprehensive:

- a) Interferences, or interruptions of the electronic communications services necessary for Website access, software viruses, and/or disconnections of the operational functioning of the electronic system, its contents or in services provided by a third party, motivated by others and with no relation to Vialivre, and that may determine the lack of availability or continuity of the Website functions or produce alterations in the system of the User, even regarding the electronic files or documents that the User may keep in the system used to access the Website.
- b) Delays or blockages in the Website use caused by internet difficulties or overloads or in any other electronical systems, namely failures in the access to webpages related with the portal or the services associated.
- c) Acts of third parties through non-authorized interferences outside of the Website's control by Vialivre, including illegitimate intrusions performed by utilizing the knowledge of a non-authorized third party about the conditions, characteristics and circumstances of the utilization of the Website by Users.
- d) Possible errors or security gaps due to accessing the Website through an updated or unsecure browser version, or by the acceptance of storage of cookies in the User's browser, or caused by possible damages, errors or inaccuracies that may be result of the browser's malfunction.
- e) Operation, availability and accessibility of the linked websites; continuity of the information, contents and services offered in those websites, quality, reliability, lawfulness and the usefulness of the information, contents or services of the linked websites, if applicable.

6. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS/COPYRIGHT

6.1. All Website contents (including, without any limitation, texts, graphics, logos, icons, databases, images, text files, audio files, video files and software), as well as any software used in the Website are Vialivre's property.

6.2 All information, contents, software, and materials, included in the Website and/or its services are protected according to the national and international laws regarding intellectual and industrial property protection. User may not copy or distribute, these materials without the owner's consent. Users may utilize these materials for personal use, as long as such materials are not modified and no information regarding copyright and other property rights are never eliminated, with the user assuming whole responsibility form the utilization and storage of such information.

6.3. Any reproduction, alteration, copy, use, distribution, commercialization, public communication and any other utilization of the information contained in the Website (including its own design, configuration and presentation) without the express authorisation in written by Vialivre, constitutes an offence in terms of the applicable legislation.

7. PERSONAL DATA

This Website's usage does not necessarily require personal data information. Nevertheless, access to some functions may need the recollection and treatment of Users personal data, which shall be dealt according to the Privacy Policy also available in the Website.

8. AVAILABILITY OF THE WEBSITE AND VALIDITY OF TERMS AND CONDITIONS

8.1. Vialivre has the exclusive right to, at any moment, suspend, totally or partially, the access to the Website, specifically during operations of maintenance, repair, alteration, update or refurbishment, and also to close temporarily or definitively, totally or partially, at any moment, in accordance to its will, the Website or any of the services provided through it. Whenever possible Vialivre will communicate the above mentioned circumstances in advance.

8.2. Vialivre reserves the right to, at any moment, amend, enlarge, update or eliminate, partially or completely, the present Terms and Conditions. Whenever possible, Vialivre will give advance notice of such amends to Website Users.

8.3. Users must periodically access these Terms and Conditions in order to confirm if any amends or updates have been made.

8.4. The utilization of this Website implies full acceptance of the present Terms and Conditions. In case you don't agree with any of these Terms and Conditions you shall not use the Website.

8.5. If any of the present Terms and Conditions were not legally executable or is in conflict with the existing Law, the validity of the remaining Terms and Conditions will not be affected.

9. ENQUIRIES

May you have any question or doubt about the present Terms and Conditions, please do not hesitate to send us an e-mail to the following address [apoioutente@vialivre.pt] or a letter to:

Vialivre
Apartado 5
EC Vila do Conde
4480-999 Vila do Conde
Portugal

10. INTERPRETATION, APPLICABLE LAW AND JURISDICTION

10.1. These Terms and Conditions shall be interpreted in accordance to the Portuguese Law. Any complaints, disputes or other problems that may arise from the utilization of the Website, including these Terms and Conditions, shall be submitted to the exclusive jurisdiction of the Portuguese Courts.

10.2. The present Terms and Conditions are governed by the Portuguese Law.

10.3. The Lisbon District Courts ("Comarca") shall have jurisdiction to determinate any disputes arising from services subject to these Terms and Conditions, with express waiver of any other.

