

## TERMS AND CONDITIONS

### 1. Introduction

These terms and conditions regulate the access and use of the website [www.hydracooling.pt](http://www.hydracooling.pt), is the responsibility of **Hydracooling, Ltd**, established on the Industrial Park of Guimarães, 1st stage, Pavilion G15 .4805 -661 Guimarães). Any legal issues regarding the website can be found in sections Privacy Policy and Cookies Policy, which form an integral part of these terms and conditions.

The use of this website by any user shall be regulated by the following terms and conditions, involving its use of such acceptance by the user. If you reject these terms and conditions, you must cease use of it.

The **Hydracooling, Ltd** may change or update all or part of these terms and conditions, as well as the privacy policy and cookies policy. Any changes or updates to these terms and conditions, as well as the privacy policy and Cookies Policy, shall come into effect as soon as published in its section of the website. Users are advised to regularly consult the sections of the terms and conditions, privacy policy and cookies policy to check the most up-to-date versions.

Access to and use of the website are provided solely for personal use and for the promotion of the activity of **Hydracooling, Ltd**.

### 2. License

Without prejudice to the constant in the remaining provisions of these terms and conditions, the **Hydracooling, Ltd** authorizes any user to use this website only for personal or informational purposes, as provided for in these terms and conditions. The authorization may be revoked by **Hydracooling, Ltd** discretionarily and at any time. In accordance with the law and these terms and conditions, you may not copy, use, transfer, rent, sublicense, alter, adapt, attempt to modify or change the source code, make reverse engineering operations, decompile or disassemble, in whole or in part, the content of the website. By accessing the website, you acknowledge and agree that the content may be incomplete, inaccurate, not updated, or may not meet your needs and requirements.

### 3. Content and liability limitation of Hydracooling, Ltd

The access and use of the website, including the display of web pages, are activities performed by users.

Users are the unique and exclusive responsible for the use of the website and its contents. The **Hydracooling, Ltd** is not responsible, nor assumes responsibility for the use (if any) of the website claimed nonconforming to the legal regulation in force by the users.



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In particular, users are the only ones responsible for the communication of information or incorrect data, false, or third parties, without the consent, as well as the misuse of the same.

The contents of the website may contain inaccuracies or misprints. The **Hydracooling, Ltd** is not responsible, nor can be held liable by any means or manner, by inaccuracies and errors, damages (if any) arising out of or resulting from the use of information derived from the website or through the website by users. The user is the sole and exclusive responsible for evaluation of the information and content obtained through the website.

The website and all information and content published on the same may be amended by the **Hydracooling, Ltd** at any time and from time to time without prior notice.

Whereas any content which may be downloaded or otherwise obtained, resulting from free and decision are made by your own risk, any damage (if any) to computers or data loss resulting from operations of unloading carried out by the user, will be the sole responsibility of the user and cannot be attributed to **Hydracooling, Ltd**. The **Hydracooling, Ltd** assumes no liability for damages (if any) resulting from the impossibility to access to services provided through the website or by data (if any) caused for viruses, corrupt files, mistakes, omissions, interruptions of the service, cancellation of content, issues related to the Internet, service providers or with the telephone connection and/or telematics, unauthorized access, alteration, or related to the lack and/or poor operation of electronic devices.

The user is responsible for correct use and guard of your personal information, as well as responsible for any damage or injury caused to **Hydracooling, Ltd** or to third parties, resulting from improper use, loss or theft of personal information.

The **Hydracooling, Ltd** adopted the appropriate technical and organizational measures to safeguard the security of the services rendered by you through the website, ensure data integrity of email traffic related to the forms of use or unauthorized knowledge, as well as to avoid the risk of dissemination, destruction or loss of data and confidential information non-confidential or of its users, contained in the website, or in connection with the unauthorized access – or in non-compliance with the applicable legal provisions – to such personal data and information.

The Hydracooling, Ltd does not guarantee, nor will be able to ensure that the website is free of viruses or of any other element that can negatively affect technology.

#### **4. Access to the Website. Interruption and suspension.**

The Hydracooling, Ltd is trying their best endeavors to provide continued access to the website, however, access to the website may be suspended, restricted or terminated at any time regardless of the reason. Access to the website may be occasionally restricted to allow for recovery, maintenance or introduction of new features or services. The **Hydracooling, Ltd** will use of its best efforts to recover access as soon as possible. The **Hydracooling, Ltd** reserves the right to block access to any material and/or remove what material that can, at your discretion, understanding lead to violation of these terms and conditions.

#### **5. Personal data protection**

Users are advised to read and review the privacy policy, which is an integral part of these terms and conditions, to understand how the site collects and the use of the personal data of users and what the respective purposes are.



## **6. Intellectual property rights**

All rights are reserved. The website and all its contents, including without limitation, articles, opinions, other text, lists, user manuals, photographs, drawings, images, videos or audio clips or marketing texts, as well as trademarks, logos, domain names, and any other elements that could be covered by property rights (including source codes) and/or other forms of intellectual property rights (hereinafter "Material"), are owned by **Hydracooling, Ltd** or third parties, and are protected against the use, copying or unauthorized disclosure by national laws and international treaties concerning Intellectual property rights. None of the provisions of the terms and conditions and/or of the contents contained in the website may be interpreted as implicitly conferring, accepting or any kind of licensed the right to use any Material by any means, without prior written consent of **Hydracooling, Ltd** or third owner of the Material or intellectual property rights published on the website. The use, copying, reproduction, modification, republication, update, download, e-mailing, transmission, or distribution, or any other abusive act of the Material not specifically identified, but of the same nature are prohibited. In your capacity as user of the website, the user undertakes not to use the Material for illegal purposes and not to violate the rights of the **Hydracooling, Ltd**.

The user can, however, view and display the contents of the website and/or the Material on a computer screen, store such content in electronic form on disk (but not on a server or in a memory device connected to the Internet) or print one copy of such content for your personal, non-commercial use, and yet maintain all information related to intellectual property rights.

The access to the website does not grant the user of any rights on content provided by **Hydracooling, Ltd**.

## **7. Links to other Websites**

If the website provide links ("Links") to third party websites or content made available by third parties ("Other Websites"), the **Hydracooling, Ltd** hereby informs you that the provision of links to these Other Websites are included only for information purposes and for the convenience of the user. The **Hydracooling, Ltd** does not control Other Websites and therefore assumes no responsibility for such Other Websites or the contents or products that other Websites (including without limitation, the reference to networks) and shall not be liable for any damages or losses that may result from the use of other Web sites by the user, as well as with regard to the processing of personal data during internet browsing. Access to any Other Website, through a link on the website of **Hydracooling, Ltd**, will be effected only by the user's responsibility and risk.

The user should, therefore, pay particular attention when connecting to Other Websites through links on the website of **Hydracooling, Ltd** and carefully read the respective terms and conditions and privacy policies.

## **8. User representations and warranties**



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The user acknowledges and declares that:

- I have read and understood these terms and conditions;
- will refrain to reproduce, duplicate, copy, sell, resell or in any way commercially exploit the website or its contents, or part thereof, as well as whether refrain to use or reproduce the marks or any intellectual property rights or industrial of **Hydracooling, Ltd**;
- Do not publish or use false information, insulting or defamatory;
- will refrain to use, directly or indirectly, the services or the website for purposes contrary to the law or unnatural to the principles contained in these terms and conditions;
- won't propagate viruses, spyware, adware, rootkit, backdoor or Trojan virus or other similar software threats;
- Do not use software or other automatic or manual mechanisms to copy or access the website or control of its content.

#### **9. Miscellaneous provisions**

The nullity of any of the provisions set out in these terms and conditions will be removed from these and the other provisions of the same fully in force and producing their effects.

This agreement shall be governed by Portuguese law and will be construed in accordance with the law, in accordance with the contracts concluded and performed in this country. In the absence of a friendly settlement between the parties, the respective conflicts and disputes of any nature relating to the formation, execution or interpretation of this Contract, shall be settled definitely by Judicial Tribunals of Lisbon, with express waiver of any other.

The user may contact the Customer Service for any questions related to these terms and conditions or any matter relating to your use of the website, through registered letter with notice of reception to the address Industrial Park Guimarães, 1st stage, Pavilion G 15, 4805-661, Guimarães.