



General Terms of Via Verde Carsharing, S.A.

1. General terms and VVCS's right to change them

1.1 These general terms are applied between the Customer (hereinafter Customer) and Via Verde Carsharing, S.A. (hereinafter "VVCS") for VVCS's car sharing service (hereinafter the "Service") operated in Lisbon, Portugal. These terms must be accepted by the Customer prior to using VVCS's Service.

1.2 Via Verde Carsharing, S.A., is a company duly incorporated and existing under the Laws of Portugal, having its registered office at Quinta da Torre da Aguilha – Edifício Brisa, 2785-599 São Domingos de Rana, Portugal, registered with the Commercial Registry of Cascais under single tax and registry number 514210664, with a share capital in the amount of EUR 50,000.

1.3 VVCS has the right to change these general terms at any time. Nonetheless, VVCS shall inform the Customer of any changes in the terms, in advance and at least 30 days before they come into effect. The new terms will apply for car rentals as of the date that was indicated in the notification. Customers that do not accept the changes have the right to terminate the agreement as specified in section 16 and shall cease to use the Service with immediate effect.

2. Prerequisites for using the Service

Customer must fulfil the following conditions in order to use the Service:

- The Customer must have a passenger car driver's license valid for driving in Portugal or otherwise accepted in Portugal, issued for more than 12 months without interruption.

3. Customer's details and notification of changes

3.1 When registering, Customers can choose between DriveNow or ViaVerde (if already customers) process. They will provide their personal details, including name, address, email address, telephone number, driving license number, sex, date of birth, payment instrument and method, and information about their driver's license category and any restrictions. Customers are obliged to inform VVCS, without any undue delay, about any changes regarding the given information.

3.2 When registering (thru DriveNow or ViaVerde), a Customer creates a customer account. Once registered, the Customer will go through an online identification procedure through the DriveNow App ("App") where the customer is asked to upload documents needed for identification. After successfully passing the identification process, the DriveNow customer account is activated.

3.3 When registering, the Customer must select a PIN that is used to authenticate himself before starting the rental.



3.4 Customers must handle the DriveNow app, PIN and customer account log-in details with care and not hand over any of them to a third party.

3.5 Customers must also store all the details accordingly so that nobody else has access to them. Customers must keep the PIN safe, and it may not be kept in a DriveNow vehicle. The user account is non-transferable and cannot be used by third parties, and is closed automatically if VVCS is informed that the Customer died.

3.6 The Customer may have the PIN blocked. The relevant notification shall be provided by e-mail or telephone using the following contact details:

Via Verde Carsharing, S.A.
Quinta da Torre da Aguilha - Edifício Brisa
2785-599 São Domingos de Rana, Portugal
Telephone: +351 210 008 090
geral@drive-now.pt

3.7 If VVCS receives the notification outside normal business hours (which are Mon-Fri 09:00 to 18:00, except for statutory holidays), the notification may be dealt with at the start of the working day (09:00) following receipt of the notification. VVCS shall unblock the PIN without delay.

4. Checking the right to drive

4.1 VVCS has the right to check the Customer's license to drive before the first rental, and also regularly during the validity of the agreement. The validity of the driving license will be checked according to the law.

4.2 The Customer is obliged to inform VVCS if his/her right to drive is restricted or removed, regardless of whether the restriction or removal is temporary or permanent. If the Customer's right to drive is restricted in any way (also conditionally), VVCS can use its discretion to forbid use of the Service altogether.

5. Unlocking and renting a vehicle

5.1 The Customer's right to drive must be checked in accordance with section 4 before he/she can rent a car. Any car rental can last only up to 12 hours, or maximum 100km, following the Sharing law 47/2018. The Customer must return the vehicle inside the operating area before the maximum rent period is exceeded.

5.2 When renting a vehicle, the Customer will make an advance reservation. An advance reservation is made by means of a mobile application, which requires the customer to log in first. If a Customer has made an advance reservation, VVCS will, to the best of its ability, have the car available for the Customer during the reservation period.



5.3 A Customer can reserve a vehicle in advance without a reservation fee for 15 minutes. If the Customer does not rent the vehicle within that period, VVCS will release the vehicle for others to rent.

5.4 Customers who want to reserve a vehicle in advance for more than 15 minutes must pay a reservation fee according to the price list published on the DriveNow homepage.

5.5 Customers can reserve a vehicle with DriveNow mobile application. After this, the Customer must either start using the vehicle by renting it, lock the vehicle or cancel the reservation. If a Customer starts using the vehicle, the Customer accepts payment for the rental at on the exact moment when the customer either confirms the PIN entry with selecting "OK" or selects "start rental" on the vehicle's screen by using the controller between the seats.

6. Personal ID and PIN

6.1 Every Customer shall obtain the DriveNow-ID and a personal PIN. All access media shall remain the property of VVCS. Permission shall not be granted to transfer ID and/or PIN to another person.

6.2 If the DriveNow-ID has to be re-issued to the Customer for any reason whatsoever, except accidental disablement, the Customer shall be charged a flat rate for costs and expenses in accordance with the current price list, unless VVCS has incurred no loss or a smaller loss, or the failure is solely the fault of VVCS or the fault of both the Customer and VVCS. In the latter case, the claim for damages shall be reduced in proportion to VVCS's contributory negligence.

7. Electric vehicles

7.1. Electric vehicles are equipped with a charging cable located in the luggage compartment. Before the journey commences, the Customer shall check whether this charging cable is present. The Customer shall report the absence of a charging cable to Customer Service as new damage using the in-built telephone function.

7.2. Electric vehicles have limited ground clearance. This should be noted during use, for example, when entering underground car parks or negotiating obstacles, or else the vehicle may be damaged. Overloading the vehicle should also be avoided for the same reason (maximum payload of 420 kg including passengers).

7.3. In the event of an accident, the Customer shall make the police/fire service aware that an electric vehicle has been involved in the accident.

7.4. Electric vehicles make no operating or engine noise. They therefore go unnoticed by pedestrians, and hence the driver needs to pay greater attention.

8. Termination of rental agreement, and returning the vehicle



8.1 Customers and VVCS have the right to terminate the renting of an individual vehicle that was rented in accordance with this service agreement. Customers can end the renting through the DriveNow mobile application. Once the rental agreement has been terminated, the vehicle must be freely accessible and parked in line with parking guideline.

8.2 The vehicle must be returned after the rental period to the VVCS DriveNow Zone in accordance with the parking regulations. Approved parking areas are listed at www.drive-now.pt. In addition to the approved parking areas on the website, VVCS may indicate other approved parking areas on the vehicle's screen. The Customer can end the renting by parking the vehicle in accordance with the Road Traffic Act ("*Código da Estrada*"), approved by Decree-Law 114/94, of May 3, in a car park approved by VVCS. Customers may also end the renting by handing the vehicle over to the next user by means of the 'Handshake' option. We recommend that customers carefully read section 11 of the general terms concerning liability relating to situations where vehicle renting ends.

8.3 The Customer may end the rental in a parking area where parking time is limited (such as "7 am - 5 pm" or "Mon-Fri 8 am - 4 pm"), provided the restriction does not come into effect until 24 hours has elapsed from the time when the vehicle rental ended and the vehicle was parked there. This also applies to other driving restrictions which have been notified of but which have not yet come into effect.

8.4 If a Customer is unable to terminate a car rental with the DriveNow mobile application (due to problems with the telephone connection, for example), the Customer must try to park the car on some other approved parking area and attempt to end the rental again. If ending the rental is still unsuccessful, the Customer may call VVCS's car sharing customer support either using the vehicle's own system or his/ her own phone on +351 210 008 090 and end the rental that way.

8.5 The Customer must ensure that when the rental ends, the on-board computer shows that there is enough fuel left (or battery charge level) for at least 15 kilometers. We recommend that customers read carefully section 11 of the general terms concerning liability relating to situations where vehicle renting ends.

8.6 When ending the rental in accordance to the DriveNow parking regulations, the Customer must check carefully that all windows, sunroof and any hood are properly closed, the doors locked and lights switched off. All documents and accessories must be left inside the car, including the charging card and recharge cable that were in the car when the Customer started using the vehicle. We recommend that customers carefully read section 11 of the general terms concerning liability relating to situations where vehicle renting ends.

9. Customer's responsibilities

9.1 The car may not be handed over to a third party

The Customer may not give the vehicle for third-party usage, nor is any third party allowed to drive the vehicle. A third party may only drive the car in an exceptional situation, that is, when the Customer's driving ability is reduced or it is not safe for the Customer to drive the



car any more. In situations like this the Customer must ensure that the third party has the right to drive. In any case, the DriveNow Customer Service needs to be notified.

9.2 Duty to check any damage or dirt, and roadworthiness

Before starting to use a vehicle, the Customer must check it for any damage, defects and dirt. Any damage or defects not listed on the defect list which can be displayed on the on-board computer screen and in the DriveNow App, must be reported to VVCS's car sharing customer service either by phone to +351 210 008 090, through the vehicle's own system or by using the call function in the DriveNow App. The customer service will decide whether the vehicle can be used despite the damage or defect. Reporting any damage or defect to customer service is compulsory in order that VVCS claim the costs regarding the repair of these damages to the responsible customer. If a Customer does not report any defects or damage that are not on the list, we assume that the vehicle had no other defects or damages when the Customer started using it than what were already listed. The Customer is responsible for any damage or defects caused to the vehicle while being used by the Customer before the next customer starts using it and shall notify VVCS according to section 11. When starting to use a vehicle, the Customer must also check the tires visually, to ensure that the vehicle is roadworthy and, in case of electric cars, that the charging cable can be found in the trunk of the car.

9.3 Following the Road Traffic Act, and careful use of the vehicle

Customers must follow the Road Traffic Act ("*Código da Estrada*") as well as any applicable local or municipal regulations and use the vehicle with care, taking into account the vehicle's operating instructions and any other instructions provided by the manufacturer or related to the vehicle.

9.4 Forbidden use

The Customer may not use the vehicle for the following purposes:

- car sports or any other race;
- vehicle testing, driver instruction or traffic safety education or driving on roads that are not maintained;
- to offer chargeable traffic services or car rental;
- the Customer's marketing purposes;
- to commit a crime;
- to carry inflammable, toxic or otherwise hazardous substances;
- to carry items that owing due to its shape, size or weight may compromise traffic safety or damage the vehicle;
- to push, pull or tow a trailer, camper van, motor vehicles or any other object;
- to transport animals, unless the animals are inside a cage designed for the purpose, and the cage is in the vehicle's luggage space; and
- dangerous driving.

9.5 It is also forbidden to



- drive the vehicle outside Portugal;
- drive the vehicle under the influence of drugs, alcohol or any medication that affects the ability to drive;
- carry a child without an approved child car seat or baby carrier that is appropriate to the child's size. According to the Road Traffic Act ("*Código da Estrada*"), a child younger than 12 years who is less than 135 cm in height must travel in a child car seat, and may not be kept in the front seat nor in a rear-facing child seat;
- make the vehicle dirty or leave litter in the vehicle after use;
- smoke or allow any passenger to smoke in the vehicle;
- remove parts or accessories from the vehicle;
- have more people in the vehicle than what it is registered for and for whom there are seat belts, or overload maximum loading capacity;
- repair the vehicle, attach or remove any parts or accessories to the vehicle or to have a third party do any of the above; and
- fail to activate the front-seat airbags when returning the vehicle.

10. Customer's responsibility, insurance and Customer's excess

10.1 The Customer is obliged to handle the vehicle with care. If the vehicle or its accessories have been damaged or have disappeared while being in the Customer's use or as a result of action caused by the Customer, the Customer will be responsible for them in accordance with general regulations regarding liability.

10.2 VVCS has insured the vehicles. All vehicles have a statutory Motor third party liability insurance as well as a Comprehensive motor vehicle insurance covering damage caused to the policyholder's own motor vehicle.

10.3 The Customer is entitled to receive the insurance terms and conditions upon request.

10.4 As a rule, insurance does not cover situations in which the Customer has handled the vehicle against instructions or the agreement, for example by using the gears against instructions, by ignoring any warning lights, by putting the wrong fuel in the tank, by endangering other traffic participants through reckless driving or by transporting goods against the agreement.

11. Customer's liability for damages

11.1 If a Customer, or a third party acting on behalf of the customer, uses a car carelessly or damages the car deliberately, or someone else acts this way on behalf of the Customer, the Customer will be responsible for the loss as specified in the price list on the DriveNow website www.drive-now.pt. If the price of the loss has not been specified in the price list, the Customer is responsible for compensating VVCS any costs for repairing it, including not only the actual repair costs but also any costs for transferring the vehicle, administrative fees etc. The Customer must understand that the insurance does not compensate losses caused by the Customer deliberately or through gross negligence, in which case the insurance company is entitled to demand any compensation paid to a third party from the



Customer. This means that the Customer is also responsible for a loss caused to a third party.

11.2 VVCS has the unilateral right to change the price list. As to the Customer's compensation liability, the price list applicable shall be the one that was valid at the time when the Customer began using the car.

11.3 The Customer is obliged to compensate costs caused by cleaning the vehicle if the vehicle became exceptionally dirty during the rental following notice to the Customer, in the amounts stated in the price list. A normal amount of dirt on the car will not result in liability for compensation.

11.4 Customers are obliged to pay a compensation as stated in the price list if, at the end of their rental, there is not enough fuel in the tank or battery charging level according to the on-board computer for at least 15 kilometers. The compensation includes an administrative fee and the cost of having the vehicle transferred to a petrol station or charging station, or any additional costs stated at the price list.

11.5 The Customer is obliged to pay compensation to VVCS according to the price list if the Customer requires technical support for using the vehicle in breach of the terms and conditions. Giving advice to the Customer with regard to use that conforms to this agreement will not result in compensation liability.

11.6 Customers are obliged to pay compensation as stated in the price list if they hand over their DriveNow PIN or DriveNow account's log-in details to a third party.

11.7 The Customer is obliged to pay an administrative fee as specified in the price list if VVCS must respond to questions from the authorities owing to an administrative or criminal offence committed during the vehicle's rental. The compensation consists of office expenses and an hourly charge incurred when finding information to investigate the matter.

11.8 The Customer is obliged to pay compensation as stated in the price list if, after or during the use, the vehicle has been parked in breach of section 8. The compensation is based on an administrative fee and costs for moving the vehicle to another place.

11.9 The Customer is obliged to pay to VVCS any expenses caused by having to move the vehicle as a result of it being parked in breach of section 9 or if the vehicle is moved or towed by the authorities. The Customer is obliged to pay the price stated in the price list for moving the car on top of any other penalties or fines applied by the authorities.

11.10 The Customer is obliged to pay compensation as stated in the price list in case of issuance of any card arising out of any action attributable to the Customer.

11.11 The Customer shall be fully liable for any infringements of the law attributable to him/her, in particular for infringements of road traffic or administrative regulations during the period of use or in connection with parking the vehicle. The Customer shall undertake to indemnify VVCS with respect to all penalty and warning fines, fees, costs and other

expenses imposed on or notified to VVCS by authorities or other competent bodies as a result of the aforementioned infringements by the Customer. To offset the administrative costs incurred by VVCS for processing enquiries sent to VVCS by law enforcement authorities in the investigation of administrative offences and crimes committed during the rental period, VVCS shall receive per case a flat-rate fee for expenses, commensurate with the actual expenses, in accordance with the price list valid at the time of the rental and accessible at www.drive-now.pt at that time, unless the Customer can prove that VVCS has incurred no or fewer costs. If suitable proof is presented, VVCS shall remain entitled to assert a claim for further damage. The flat-rate fee for expenses shall be offset against the claim for damages

12. Duties in the event of accidents, damage, theft, destruction or other loss of the vehicle

12.1. VVCS must be informed by telephone without delay of accidents, damage, theft, destruction or other loss of the vehicle. The Customer shall be obliged to ensure that all necessary, reasonable steps are taken to minimize damage and preserve evidence. To this end, the Customer shall report all damage to the police. This shall also apply in the event of minor damage or accidents caused by the driver himself without the involvement of third parties. Should the police refuse to record the accident, the Customer shall provide VVCS with proof of this in a suitable format (e.g. written confirmation by the police, or details, including day and time, of which police station was informed by telephone but declined to record the damage). If no third party was harmed as a result of the accident or if – in the event of damage to property only – it was possible to exchange details with the injured third party there shall be no need to inform the nearest police station, provided that the vehicle has sustained only minor damage to its paintwork (scratches, etc.). However, the Customer shall always be obliged in such cases to notify VVCS without delay of the damage, and submit an accident report in accordance with item 12.5. If the vehicle was damaged by an unknown third party (damage to parked vehicle or hit-and-run accident), the Customer shall inform the nearest police station without delay in every case, and request that the damage be recorded even if the damage is minor.

12.2. Subject to item 12.1, the Customer may leave the scene of the accident only if:

12.2.1. The police record has been completed; and

12.2.2. The vehicle has been entrusted to a towing service; or

12.2.3. Left inside the operational area by arrangement with VVCS. The journey may be continued only with the express permission of VVCS.

12.3. These duties applicable to the Customer shall not apply if he/she is excused or entitled to leave the scene of the accident due to injuries caused during the accident to him/her or one of the persons involved.

12.4. Should the vehicle no longer be operable or roadworthy, the Customer shall bear all the costs arising from the recovery of the vehicle if the accident was caused by him/her



fault. Even in the event of an accident, the rental agreement shall come to an end only once the vehicle has been properly returned within the meaning of section 6, and the fees for usage shall be calculated accordingly. If the vehicle is no longer operable or roadworthy due to the accident, the rental agreement shall end by arrangement with VVCS when the vehicle is entrusted to the towing service.

12.5. Furthermore, the Customer shall be obliged to send a written account of the accident to VVCS immediately and, subject to item 12.1, to provide the police file number, if applicable. All instructions issued by VVCS's service center must be followed. The Customer shall be prohibited from admitting guilt or anticipating settlement of any liability claims by making payments or otherwise acting in a manner acknowledging culpability and/or damage (jeopardizing the insurance cover). At the request of VVCS, the Customer shall complete the claim form given to him by VVCS and return it signed to VVCS within five days. If the claim is not settled by the insurer because the Customer was at fault or delivered the form too late, VVCS shall reserve the right to charge all the costs resulting from the accident to the Customer.

12.6. VVCS shall be entitled to choose the repair workshop in all cases. VVCS shall be entitled to compensation in connection with damage to VVCS vehicles in all cases. If the Customer has received such compensation from third parties, he shall pass them on to VVCS without being requested to do so.

13. Deployment of a service technician

If a service technician needs to be deployed due to inappropriate use of the vehicle or inappropriate method of access by the Customer, the Customer shall be billed in accordance with the current price list accessible at www.drive-now.pt at that time, unless the Customer can prove that VVCS has incurred no or fewer costs. VVCS may request compensation for further damage if it can prove that the level of the damage is not covered by the costs shown in the price list. Any limitation of liability with respect to the amount of the excess shall not apply in the event of incorrect operation by the Customer for which he is to blame. This also applies for the use of a technician for services like lost property.

14. Payment terms and invoicing

14.1 VVCS will charge Customers according to the price list available at VVCS's car sharing service's website at www.drive-now.pt. VVCS has the unilateral right to change the price list. The price charged from a Customer is determined on the basis of the price list that was valid when inserting the PIN before the car starts.

14.2 The Customer must pay the rent as specified in the price list at the end of the rental. Payment of other services related to VVCS's car sharing service will fall due when they have been concluded.

14.3 The invoices are sent to the Customer either by email or made available for downloading by means of a password-protected user account.



14.4 When using a bank card, the Customer accepts a pre-authorization of up to 25 Euros at the beginning of the rental. VVCS is not obliged to set aside this advance payment from its own or other customers' assets. No interest is paid on the advance payment. VVCS may demand an advance payment also after the vehicle has been taken in use. With regard to the advance payment, VVCS may either charge the Customer's bank card or make a preauthorization.

14.5 The Customer authorizes VVCS to charge an account designated by the Customer for any payable rent and other rental fees, including any fines and toll fees.

15. Fueling, fuel card and contractual penalty in the event of improper use

15.1 If the fuel/battery level falls to less than 25 per cent of the total capacity during or at the end of the journey, the Customer may refuel/recharge [\[SH1\]](#) the vehicle. If the refueling/recharging takes place at certain petrol/charging stations indicated to the Customer on the DriveNow display, the re-fuel system/charging card located in the vehicle and the PIN shown on the DriveNow display shall be used. At other petrol/charging stations, the Customer shall pay the refueling/recharging bill himself. The total amount on the invoice shall be reimbursed to the Customer by VVCS on presentation of the applicable invoice.

15.2 The Customer shall undertake to use the fuel or charging card and the charging cable exclusively for refueling/recharging the rented vehicle. VVCS shall reserve the right to report any other use of the fuel/charging card or charging cable to the relevant law enforcement agencies. The Customer shall undertake to pay a contractual penalty of EUR 500.00 for each inappropriate use of the re-fuel system/charging card or charging cable in violation of the contract. The right to claim further damages shall remain unaffected. Any contractual penalty incurred shall be offset against the claim for damages.

16. The agreement's validity, termination and cancellation, and prevention of use

16.1 This agreement and these general terms and conditions are valid until further notice. Either party has the right to terminate the agreement with a notice period of 30 days.

16.2 However, both parties have the right to terminate the agreement immediately if the other party is in material breach of its contractual obligations. A Customer failing to hand over a vehicle to the following person, and forbidden use of the vehicle as specified in section 9 are considered material breaches.

16.3 If a Customer is in serious breach of his/her contractual obligations, VVCS may prevent the use of the vehicle and prevent access to the vehicles. VVCS will inform the Customer of such by email without delay. This applies in particular to situations in which the Customer has failed to pay any amounts when due, handed over the vehicle to a third party, used the vehicle in a forbidden way as specified in section 9, acted in breach of the Road Traffic Act ("*Código da Estrada*") or otherwise neglected careful handling of the vehicle.

17. VVCS's responsibility for property left in a vehicle



VVCS will not be responsible for property left in a vehicle or for situations in which another user takes property that was left in the vehicle. Any property that ends up in the possession of VVCS will be kept for up to 4 weeks upon discovery. If the Customer does not claim his/her property within this time, it will be destroyed or, if it is considered valuable enough, it is taken to the premises of VVCS. VVCS has the right to charge an office expense according to the price list for any returned property.

18. Data protection

18.1 The Service is provided in co-operation with DriveNow GmbH & Co. KG and both VVCS and DriveNow GmbH & Co. KG act as data controllers with respect to personal data collected and may also transfer and disclose such data to each other in connection with the Service.

18.2 The processing activities of VVCS are described in more detail in VVCS's privacy policy. For more information in relation to the processing activities of DriveNow GmbH & Co. KG, please see <https://www.drive-now/de/en/privacy>.

18.3 In particular, both VVCS and DriveNow are entitled to collect, process and use customer personal data, together with customer-specific usage and vehicle data (including vehicle locational data), insofar as required for performance of the Service and single rentals.

18.4 Both VVCS and DriveNow GmbH & Co. KG also reserve the right to collect, process and use data and vehicle data (including vehicle locational data), insofar as required for the detection and rectification of errors and failures, to ascertain and process claims to recourse, or to further develop their services.

18.5 Both VVCS and DriveNow GmbH & Co. KG may use nominated services providers that process personal data solely according to instruction and subject to controlling by DriveNow or VVCS, as applicable.

18.6 Both VVCS and DriveNow GmbH & Co. KG use the Google Maps API app to determine the car's location and to show the user the nearest available car. This data is sent to Google anonymously, that is, without data that can be used to identify the customer. The app also records the driving start and end times and places, and the journey duration. This information is not sent to Google.

18.7 VVCS has the right to use the vehicle's location data to verify any accidents or material contractual breaches and to take any necessary action, such as alerting help on the scene.

19. Terms of use of the in-vehicle computer database

The Customer may use a database containing vehicles' identification and location data by means of the DriveNow service website or DriveNow mobile application. The Customer does not have the right to save or duplicate data except for any automatic and temporary saving related to the use of websites or a mobile application. The Customer may not copy,



distribute, publish or submit data for any other commercial or private purpose, unless it is insignificant in nature. Rights to the digital map service are held by the service provider. The service provider's terms of use, for which links are provided, are applied to the map service.

20. Jurisdiction and General Provisions

20.1 This agreement shall be subject to Portuguese law.

20.2 The Customer have the right of free termination, within 14 days, under the distance selling provisions to cancel an individual rental on the basis of the Decree-Law nr. 24/2014, dated as of February 14 (*"Contratos celebrados à distância e fora do estabelecimento comercial"*).

20.3 All disputes arising out of or in connection with this agreement, including any question regarding its existence, validity or termination, shall be finally settled under the Courts of Lisbon, Portugal, or under the Courts of the place where the Customer has his/her residence.

20.4 These terms and conditions are available in Portuguese and English. In the event of any discrepancy or difference in interpretation between various language versions of these terms and conditions, the Portuguese language version shall prevail.