

## **Time Out Market Lisboa – Terms & Conditions**

This is an agreement (the “**Agreement**”) between you as a user of the Service (“**you**”, “**your**”) and MC Mercados da Capital LDA, whose registered office is Rua D. Luís I, 19, 2ºdto, 1200-149 Lisboa, (“**Time Out Market**”, “**we**”) for access to wireless broadband services and features (the “**Service**”).

This high speed internet access Service is being provided by Time Out Market and its underlying service providers (the “**Providers**”). The Service is provided by Time Out Market free of charge. As a condition for accessing this service, you must agree to the following terms and conditions of use (“**Terms of Use**”). If you do not agree to the Terms of Use you may not access or use the Service. If you click on accept at the bottom of these Terms of Use or otherwise use the Service, you will be deemed to have indicated your acceptance of these Terms of Use.

### Service Availability:

An 802.11b/g and/or Ethernet compatible computer, card, and/or device (“**Unit**”) are required to enable you to use the Service to operate. You are responsible for ensuring the compatibility of your Unit with the Service. The availability and performance of the Service is subject to all memory, storage and other limitations in the Unit. The Service is available to your Unit only when it is within the operating range of our system and/or directly connected. Service is subject to availability, and Time Out Market does not warrant that access to or use of the Service will be uninterrupted or error free. The Service may be unavailable at times (including due to emergencies, collocation failures, transmission and equipment limitations, or maintenance and repair, and any other reason beyond Time Out Market’s reasonable control) and may be interrupted, refused, limited, or curtailed. We are not responsible for data, messages or pages that you may lose or that become misdirected because of interruptions or performance issues with the Service or wireless communications networks generally. We may impose usage or Service limits, suspend the Service, or block certain kinds of usage at our sole discretion to protect users, our business or the public generally, or if you are in breach of any term of the Agreement. Network speed is no indication of the speed at which your Unit or the Service sends or receives data. Actual network speed will vary based on unit configuration, compression and network congestion.

### Security

You expressly acknowledge and agree that there are significant security, privacy and confidentiality risks inherent in accessing or transmitting information through the internet, whether the connection to the internet is facilitated through wired or wireless technology. These security issues range from interception of transmissions, loss of data, or the introduction of viruses or other programs that can damage your computer or network.

Accordingly, you agree that neither Time Out Market or the providers shall be liable for any interception of transmissions, loss of data, file corruption, hacking or damage to your computer or network that results from the transmission or download of information or materials through the service.

### Restrictions on Use

You agree not to use the Service to:

- a) resell any aspect of the Service, whether for profit or otherwise, or to authorise or permit any other individual or entity to use the Service;

- b) for any fraudulent, unlawful, harassing or abusive purpose, or in such a way as to create damage or risk to our business, reputation, employees, subscribers, facilities, and third parties or to the public generally;
- c) transmit any material that is unlawful, threatening, abusive, harassing, tortuous, defamatory, obscene, libellous, invasive of another's privacy, racially, ethnically, or otherwise objectionable;
- d) harm, or attempt to harm, minors in any way;
- e) impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Service;
- f) transmit any material that you do not have the right to make available under any law
- g) transmit any material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- h) transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes or any other form of solicitation;
- i) transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunication equipment;
- j) to make any username and password supplied by or on behalf of Time Out Market available publicly or to share them with anyone; and
- k) use the services for excessively high-volume data transfers.

#### Disclaimer of warranties

The materials available through the service and through any third party are provided on an as is and as available basis and without warranties or conditions of availability and without warranties or conditions of any kind either express or implied.

Neither Time Out Market or the providers make any warranty or representation as to the accuracy, currency, completeness, reliability or usefulness of information distributed through the service. To the fullest extent permitted by applicable law, the providers and Time Out Market expressly disclaim all warranties and conditions of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.

Time Out Market and the providers make no warranty that the service will be uninterrupted, timely, secure, or error free, or that software defects will be corrected or that his site or the server that makes it available is free of viruses or other harmful components.

Neither time out market or the providers make any warranty regarding any goods or services or the delivery of any goods or services or the delivery of any goods or serviced purchased or obtained through or from the service or advertised through the service, or regarding any transactions entered into

throughout the service. No advice or information, whether oral or written, obtained by you via the service shall create any warranty not expressly stated herein.

Time Out Market or the providers do not control, nor are they in any way liable for, data or content that you access or receive via the service. The internet contains unedited materials, some of which are sexually explicit or may be offensive to you. Time Out Market and the providers have no control over and accepts no responsibility for such any materials or content accessed via the service (and does not warrant that they are free of errors or viruses).

#### Limitation of liability

To the fullest extent permitted by applicable law, under no circumstances including, but not limited to negligence, shall time out market or the providers be liable for any direct, indirect, incidental, special or consequential damages, including but not to limited to, damages for loss of profits, use, data or other intangibles, even if Time Out Market or the providers have been advised of the possibility of such damages, that result from the use or the inability to use the service, from any changes to the service or from unauthorized access to or alteration of your transmissions or data.

You specifically agree that Time Out Market and the providers are not responsible or liable to you or anyone else for any threatening, defamatory, obscene, offensive, tortious, or illegal conduct of yours or any other party or any infringement of another's rights, including intellectual property rights, arising on, from, or in connection with the service. You are solely responsible for your own conduct in using this service, and will indemnify and hold harmless time out market and the providers from any claims, liability, damages or costs that result from your conduct in using this service.

If you are dissatisfied with the service, the materials available on or through the service, or with any provisions in this legal notice, your sole and exclusive remedy is to discontinue using the service.

Time Out Market does not exclude its liability for death or personal injury caused by its negligence, or for fraud, or for any other liability that may not be excluded or limited by law.

#### Changes to the Service:

Time Out Market reserves the right at all times to withdraw the Service, change the specifications or manner of use of the Service, to change access codes, usernames, passwords or other security information necessary to access the Service.

#### Privacy and Security:

Time Out Market cannot guarantee the security of your data when using the Service and shall not be liable to you for any unauthorised access to your data in connection with your use of the Service. Although we support customer security solutions such as virtual private networks, encryption and personal firewalls, we do not provide such solutions for you. If you want to the benefit of security solutions or anti-virus software then you need to procure and pay for them yourself.

#### Data Protection:

Any personal data that you submit to Time Out Market in connection with the Service will be stored and used in accordance with our privacy policy. Please click here for our privacy policy <https://www.timeoutmarket.com/lisboa/en/privacy-notice/>. We may share your personal data for the purposes of providing the Service, for example within our group companies (including but not limited to Time Out Digital Limited and Time Out Group Limited and their affiliated companies) and with third parties acting as a data processor, including our third party supplier of the Service,

Presence Orb Inc, in compliance with applicable law. We may use your personal data to send you marketing information and newsletters about Time Out Market products and events. You can choose to opt-out from such communication at any time by sending us an email at [privacy@timeout.com](mailto:privacy@timeout.com) We may also share your personal data with law enforcement authorities, governmental agencies and rights-holders in the investigation of any alleged illegal activity by you. To access, rectify and/or modify the personal information Time Out Market holds about you and to contact Time Out Market regarding these Terms of Use email us at [privacy@timeout.com](mailto:privacy@timeout.com)

Other:

The Agreement is subject to laws of Portugal. The parties hereby irrevocably submit, to the extent permitted by applicable law, to the exclusive jurisdiction of the Courts of Lisbon, Portugal. If any provision of the agreement is held to be void, invalid or inoperative, the remaining provisions of this agreement shall continue in effect and the invalid portion of any provision shall be deemed modified to the least degree necessary to remedy such invalidity.