

DATA PRIVACY POLICY:

1. Introduction

This Privacy Policy regulates the access and use of the website www.ericeirawaves.com owned by Cosmic Waves, Lda, in terms of data protection.

The navigation and use of the website, as well as the provision of personal data for the purpose of purchase, contact at the request of its owner or ordering products in physical and online stores, attribute the user's condition to the potential customer and imply acceptance, without any reservation of this privacy policy, so the user must read it when using the site or visiting our physical stores.

2. Data Collection:

Cosmic Waves, Lda. recognizes the importance of protecting the privacy of information that may be provided by those who visit the site. For this reason, Cosmic Waves, Lda undertakes to make the necessary efforts to respect the privacy of users, seeking to establish a balance between their legitimate commercial interests in obtaining and using the information received from users and about themselves, and their reasonable expectations of privacy. Cosmic Waves, Lda explains how it manages and processes the information that obtains about users whenever they visit the website or online store.

2.1. Personal data

Cosmic Waves, Lda, as Data Processing Officer, declares its respect and compliance with the provisions of EU Regulation 2016/680 and other national legislation on data protection, by virtue of which the protection of data is regulated natural persons data protection with regard to the processing of personal data and the free movement of such data.

Cosmic Waves, Lda, in accordance with current legislation, informs that the personal data that the user provides through the use of the website or by registering on it will be stored in an automated file of personal data, owned by it .

Cosmic Waves, Lda will collect, process and/or use the information provided with the general purpose of clarifying doubts to users of the website regarding the products and services offered

on the same, to keep users informed and/or collect their opinion on promotions, products and services that may be of interest to you, using promotional and informational leaflets or other similar material sent, preferably via e-mail, and also, to process orders, be registered on the website.

If you are not yet our Customer, in order for us to send you commercial communications via email, SMS, telephone and mail related to our activity, you will have to give us your consent to do so. As mentioned, in this case the legal basis applicable to the processing of your personal data will be your consent. This consent may be revoked at any time, without, however, the processing of personal data carried out on the basis of this consent being illicit until the date on which it is revoked. In this case, failure to provide your consent will prevent us from sending you commercial communications relating to our activity.

If you are already our Customer and have expressed yet interest in this regard, we intend to keep you updated, at all times, on news related to our products and services. Therefore, unless you refuse this, we will send you commercial communications via email, SMS, telephone, e-mail relating to our products and services. The legal basis applicable to the processing of your personal data is express consent.

As part of the functioning of the Online Store, in order to provide you with our products and services, we will process your data for the following purposes:

Execution of the purchase-sale agreement entered into with the data subject;

ii. Billing;

iii. Payment processing;

iv. Shipping orders.

Regarding the purposes mentioned herein, the legal basis applicable to the processing of your personal data is the execution of a contract in which the data subject is a party and the fulfillment of legal obligations to which we are bound, and your personal data are essential for the execution of the contract in question here.

Additionally, we collect and process your personal data to:

i) carrying out statistical analyzes based on sales made. In this case, the legal basis applicable to the processing of your personal data will be our legitimate interest in analyzing website user behavior, purchase history, user segmentation and customer profiles;

ii) provision of technical assistance and after-sales service - it will also be necessary to process the processing of your personal data. In this case, the legal basis applicable to the processing

of your personal data will be the execution of a contract in which the data subject is a party and the fulfillment of legal obligations (provision of legal guarantee for the products sold) to which we are bound, and their personal data is essential for the pursuit of these purposes.

Cosmic Waves, Lda also undertakes not to share or provide the information collected to third parties, except with express authorization. However, in order to satisfy the user's order requests, Cosmic Waves, Lda may need to communicate or transfer user information to other companies in the group, as well as to third parties with whom it has established agreements, namely for logistical purposes. By accepting this policy, the user consents to the collection processing and/or use by other group companies or third parties with whom Cosmic Waves, Lda maintains agreements, for this purpose.

The web user, who accesses through the website, hereby expressly consents to the collection, processing and/or use by Cosmic Waves, Lda of their personal data obtained through the use of the website or through their registration on it. When registering on the website, the user is asked to confirm, if he so wishes, the authorization to process his personal data for marketing purposes, by checking this option in the form. If the user chooses not to register, this confirmation is requested when making a purchase. If the user chooses not to grant authorization to process their personal data for marketing purposes, their data will be used exclusively for the purposes of order processing or answering a pre-contractual question and expression of interest in our products.

2.2. Personal Data Security

Access to personal data will be restricted to authorized persons. Cosmic Waves, Lda maintains the data protection security levels in accordance with current legislation, regarding the security measures of automated files containing personal data, and establishes all the technical means at its disposal to guarantee privacy of the data that the user entrusts to the company and to prevent its loss, misuse, alteration and unauthorized access, without prejudice to alerting the user to the fact that the security measures on the Internet are not always effective. The website contains an SSL Certificate (Secure Sockets Layer) which ensures the authentication of the website and its owner, but also guarantees secure communication: all information exchanged between the user and the website will be encrypted, using the SSL security protocol.

Cosmic Waves, Lda uses technical and organizational measures to protect the security and confidentiality of Personal Data in accordance with the General Data Protection Regulation. These measures will be reviewed whenever there are new legal requirements and there is a need for technological developments.

In the event of a security breach that accidentally or unlawfully originates the destruction, loss, alteration, disclosure or unauthorized access to personal data, Cosmic Waves, Lda will notify the competent authority of the occurrence within the legal period of up to 72 hours, as well as to the data subject, through the form below “notification of personal data breach”. If the deadline is not accomplished it is necessary to present the reasons for the delay with the notification.

The user has the right to:

- ✓ Access: You will be able to obtain information on how your personal data are processed, as well as consult your personal data included in this company's file.
- ✓ Correction: You can change your personal data when they are incorrect as well as complete those that are omitted.
- ✓ Deletion: You may request the deletion of your personal data when, among other reasons, you consider that your personal data are no longer necessary for the purposes for which they were collected.
- ✓ Opposition: In certain situations you may require that your personal data cease to be processed. We will cease the processing of personal data, unless there are legitimate reasons or for the purposes of declaration, exercise or defense of rights in an administrative, judicial or extrajudicial process.
- ✓ Limitation of processing: You may request that the processing of your personal data be limited in the following situations: (a) during disputes regarding the accuracy of your personal data; (b) when the processing is illegal and has been opposed to it and requested the limitation of the use of personal data; (c) when it is no longer necessary to process your personal data, but we need them for the exercise or defense of rights in an administrative, judicial or extrajudicial process; (d) when you have refused to the processing of your personal data in order to fulfill an obligation in the public interest or to satisfy a legitimate interest, as long as these legitimate reasons for processing prevail over your reasons.

- ✓ Portability: you will have the right to request, in a structured format, for current use and automatic reading, the personal data you have made available to us and those obtained from your relationship with us, as well as transmitting them to another entity.

If you have any questions to exercise these rights, you can email info@ericeirawaves.com.

In order to exercise your rights, if necessary, we may ask you to send a document that proves your identity. You must also indicate the right you wish to exercise. The exercise of rights is free.

Finally, we note that you can, at any time, file a complaint with the competent supervisory authority (National Data Protection Commission) through the website www.cnpd.pt or by letter to the address at Rua de São Bento, n.º. 148 – 3rd; 1200-821 Lisbon; or via e-mail: geral@cnpd.pt.

3. Links to Other Sites

As a value-added service for the user, Cosmic Waves, Lda provides links to other websites. Cosmic Waves, Lda seeks to carefully select the web pages that it believes to be useful and that meet its high standards. However, Cosmic Waves, Lda cannot guarantee these levels in all the links it proposes, nor can it guarantee, explicitly or implicitly, the accuracy of the information contained therein. Therefore, Cosmic Waves, Lda is not responsible for the content and use of these external websites.

4. Intellectual and Industrial Property Rights Associated with the Site

By accessing the website, the user is granted a limited use license for the said website. This license gives the user a limited right of use, not exclusive and for his private use only, on the content of the website.

The website is a work protected by Copyright and Related Rights and Industrial Property Rights. The website and each of the elements that compose it (such as brands, logos, photographs, images, illustrations, texts, video clips, etc.) are the exclusive property of Cosmic Waves, Lda, the only entity authorized to use Intellectual Property Rights and the associated

rights of personality, which does not grant any license, nor any right to the user other than to consult the site.

The reproduction of any documents published on the website is only authorized for informational purposes only, for a strictly personal and private use. Any reproduction or representation, in whole or in part, of the website or any of the elements that make it up, in any medium whatsoever, and in any form whatsoever, for other purposes, including commercial, is expressly prohibited.

5. Disclaimer of Warranties and Liability

The user acknowledges and accepts that the use of the website is under his sole and exclusive responsibility.

Cosmic Waves, Lda does not control, in general, the use that users make of the website and, in particular, does not guarantee that users will use the website in accordance with the law, these conditions of use, morals and good customs commonly accepted in public order, nor that they do so diligently and prudently.

Cosmic Waves, Lda does not warrant or represent that this website or any of the materials offered on it will be accurate, reliable, correct, useful, provided in a timely manner, uninterrupted, secure, free from defects or free from errors.

The website and all materials offered on it are for general consumer information purposes only. Neither the website nor any materials are intended to constitute (and do not constitute) the practice of advice or the provision of content, data, software, information, products and/or services. Any references to professionals or information (including, but not limited to, their contents and results) contained in or provided through the website are intended solely for the purpose of general consumer information and do not imply the endorsement of Cosmic Waves, Lda or that Cosmic Waves, Lda has any association with these professionals.

Cosmic Waves, Lda will only be responsible for the damages that the user may suffer as a result of the use of the website when these are attributable to a malicious act by the user, recognizing and accepting the user that the use of the website and the services offered is carried out under the your entire responsibility and risk. In jurisdictions that do not allow the exclusion and limitation of certain warranties, Cosmic Waves, Lda liability will be limited to the extent permitted by Law.

6. Personal Data Retention Time:

We will keep your personal data for the following periods, depending on the purpose of collection and processing:

- Sending consented commercial communications:** until you exercise your right to object or revoke your consent, as applicable.

- For the purposes associated with the Online Store:**

- During the time necessary to ensure full compliance with the contract entered into with you, including, without limitation, for the purposes of warranty and after-sales assistance;

- During the legal deadlines, including tax, applicable.

- Conducting statistical analyses:** period equivalent to the conservation of billing data.

- To provide technical assistance and after-sales service:

- During the time necessary to ensure full compliance with the contract entered into with you, including, without limitation, for the purposes of warranty and after-sales assistance;

- During the applicable legal deadlines.

7. Resolution

Without prejudice to liability for damages that may result, Cosmic Waves, Lda may, immediately and without prior notice, terminate your relationship with the user, interrupting your access to the website or to the corresponding services, if it detects a use of the same or any of the services linked to it contrary to the applicable conditions.

8. Changes

Cosmic Waves, Lda may, at any time and without prior notice, change the presentation and configuration of the website, as well as these conditions or, if applicable, introduce new conditions of use by publishing them on the website, in order that they can be known by the user at the time he accesses it and before proceeding with its use.

The use of the website, once the changes that are applicable have been made, will signify the acceptance by the user of these modified conditions.

9. Government Law and Jurisdiction

Portuguese Laws apply, subjecting the parties to the exclusive jurisdiction of the Portuguese Courts.

TERMS AND CONDITIONS OF USE OF THE SITE AND ONLINE STORE:

The Terms and Conditions of Use of the website www.ericeirawaves.com.pt that “Cosmic Waves, Lda”, makes available to its potential customers, as well as the conditions applied to contracts entered into through web platform - which must be integrated with its data privacy policy- are as follows:

1. Ericeira Waves Website and holder:

1.1. The website or “portal” www.ericeirawaves.com (hereinafter referred to as the website) is a website owned by the company Cosmic Waves Lda, (hereinafter Cosmic and better identified in 1.2. of these Conditions). General) a company that is also the owner of the trademark “Ericeira Waves” and the domain name “ericeirawaves.com”.

1.2. For the purpose of complying with the applicable legal provisions, the complete identification and mandatory references of the company that owns the website and supplier of the products offered to the public through it, are as follows:

- a) Name: Cosmic Waves, Lda
- b) Legal Person Identification Number / Commercial Registry: 510 845 150
- c) Headquarters and postal address: Rua do Oceano Indico Nº8, 1ºESQ. 2655-846 ERICEIRA
- d) Commercial Registry Office: Lisbon
- e) Email: info@ericeirawaves.com
- f) Customer helpline: info@ericeirawaves.com

2. Object, objectives and scope of application

2.1. The website is an electronic platform 'via the web' for the promotion, dissemination and sale to the public (“virtual store”) of surf lessons and material rentals.

2.2. These general conditions apply to all visitors and users of the website www.ericeirawaves.com and to all commercial transactions carried out through the aforementioned electronic platform made available by this means.

2.3. Cosmic Waves, Lda. reserves the right to change these general conditions at any time. Any changes to these general conditions will come into force immediately, and the conditions

in force on the date on which the user placed the respective order since he/she has made the respective payment will apply

2.4. These Terms and Conditions specifically and exclusively regulate the transactions and operations carried out through the website.

3. Customer / User Liability:

3.1. Registering as a user of the website and/or placing orders for products sold on it presupposes full knowledge of these general conditions and implies the express acceptance by the Client/User of all its terms and conditions.

3.2. In addition to others that are expressly provided for, the Client/User's obligations and responsibilities are:

- a) Not to use the website for purposes other than obtaining information about the products and their conditions of sale and/or for their purchase;
- b) Fill out accurately, completely and truthfully all electronic forms relating to registration as a user, the formulation of orders and any others made available on the website that you will use;
- c) Save and not disclose to third parties your user code and your password ('Password') for access;
- d) Not to use the website or any of the platforms and forms made available through it, to disseminate illegal, illegal or offensive contents of general principles of law, ethics and public order;
- e) Fully comply with all general and specific conditions relating to the website, its use and the transactions and contracts entered into through it.

3.3. Without prejudice to other contractual or legal responsibilities to which the User/Client conduct may be subject, Cosmic Waves, Lda reserves the right to cancel all User/Client accounts and registrations that violate any of these general conditions or whose contractual or pre-contractual conduct is objectively revealing bad faith.

customer records and respective orders.

4. Customer registration and placing orders:

4.1. In order to be able to place orders for products through the website, the Customer User must proceed with their prior registration as a user, by completing the respective form available online.

4.2. The User/Customer is solely responsible for the integrity, veracity and complete completion of the user registration form, as well as the orders that may be carried out. The User/Customer will also be responsible for keeping their password ('PassWord') and customer code in strict confidence. The loss or loss of the 'access password' must be immediately communicated to Cosmic Waves, Lda

4.3. The User/Customer is responsible for always keeping the data relating to their user registration up to date, including the details relating to their address.

4.4. Cosmic Waves, Lda. reserves the right to cancel all User/Client accounts and registrations that contain false or incomplete data and/or that correspond to non-existent identities.

4.5. After registering as a user, the User/Customer may place orders using the “virtual shopping basket” and following all the steps, including those relating to payment.

4.6. The validation of the order implies the acceptance by the User/Customer of these general conditions, as well as the price, characteristics of the product to be purchased, delivery times and other particular conditions of the transaction.

4.7. After completing the order procedure, the User/Customer will receive an email which will contain the order number, the products purchased, the expected delivery times and other private information relating to the order in question. The User/Customer must immediately inform Cosmic Waves, Lda. if it detects any error or non-conformity in the description of the essential elements of the order, so that it can be cancelled.

4.8. The User/Customer must keep the order confirmation message, printing it or recording it on any durable and stable medium.

4.9. The data registered by Cosmic Waves, Lda. relating to the Customer/User and orders placed by him, will be kept by Cosmic Waves, Lda, and may serve as proof of contracting the orders. Upon request of the Client/User, Cosmic Waves, Lda. will deliver copies of customer records and respective orders.

5. Prices, features and availability of products:

5.1. When placing orders, the Customer/User must verify and analyze the characteristics and descriptions of the respective products.

5.2. The indicated characteristics of the products are provided to Cosmic Waves, Lda. by the respective manufacturers, importers or distributors, who are responsible for them.

5.3. The price indicated for the product is, unless an insertion error or otherwise indicated, the retail price (including VAT at the legal rate in force).

5.4. The price of any purchase made through the website is valid for the day the order is placed and paid. Cosmic Waves, Lda. reserves the right to change the sale prices to the public at any time.

5.5. If this happens, at the time of processing the order, Cosmic Waves, Lda. will inform the Customer/User of this fact. In such a case, the User/Customer:

- a) The difference will be refunded if the advertised price is higher than the actual sale price;
- b) You will be able to choose to cancel the order, or informed of the effective price and maintaining interest in it, pay the difference, if the effective price is higher than the advertised price.

5.6. The indication of the availability of stocks, as well as the deadlines for delivery, are indicative. If, due to unavailability of stocks or delays in processing or shipping the products ordered by the User/Customer, it is impossible to fulfill the order within the specified delivery period, plus five working days, Cosmic Waves, Lda will contact the User/ Customer, who can choose to keep the order and accept the new delivery period indicated, or cancel it, and the amount already paid will be refunded.

5.7. If the ordered product is discontinued, Cosmic Waves, Lda will inform the customer of this fact and will proceed with the cancellation (total or partial) of the order, returning to the User/Customer the amount of the price paid for the product(s) discontinued(s).

6. Payment and payment methods:

6.1. Orders become effective after payment through one of the payment methods provided by F. LIMA, S.A. for online purchases on the website.

6.2. Orders will only be processed and sent by Cosmic Waves, Lda to the User/Customer after payment has been made.

6.3. The payment methods available for online purchases made through the website are: Visa/Mastercard/Payment by reference ATM and Paypal credit card.

6.4 The User/Customer acknowledges and accepts that the processing of payments through online platforms entails security risks. The choice to use any means of payment are the sole and exclusive responsibility of the User/Customer, who cannot blame Cosmic Waves, Lda for any damages or losses resulting from the use of such means of payment, unless it is demonstrated that such damages or losses were culpably caused by any act or omission of Cosmic Waves, Lda

7. Delivery of orders. shipping costs and costs:

7.1. The User/Customer is solely responsible for the accurate, complete and true input of all data requested in the website user registration form and in the respective orders, including, without limitation, the address where the respective delivery must be made. Cosmic Waves, Lda cannot be held responsible for any delay or difficulty in delivery, as well as for any delivery to an address other than the address intended by the User/Client, whenever this results from an error or inaccuracy of the data provided by the User/Client .

7.2. The User/Customer is responsible for, upon receipt of the order, verifying that the packaging is in perfect condition and that the items are in accordance with the order. In cases where it is visibly damaged, the User/Customer must refuse receipt mentioning the occurrence in the courier's delivery list and contact the Customer Information Center via the email address: info@ericeirawaves.com.

8. Returns and right of withdrawal:

9.1. Pursuant to the applicable legislation (Decree-Law No. 24/2014, of 14 February, amended by Law 47/2014, of 28 July) the User/Customer has a period of 14 days (including Saturdays, Sundays and holidays), from the day the items are delivered to the address indicated, to terminate the contract, without payment of indemnity and without the need to indicate the reason.

9.2. The right referred to in the previous number must be exercised by the User/Customer by completing the Free Resolution Form (legally approved model) on the website, which is attached to these general terms and conditions.

i. Alternatively, the User/Customer may contact the customer support line that will assist in filling out the Free Resolution Form, which will be sent to the email box provided by the User/Customer and which the User/Customer must then send to the email address. of Cosmic Waves, Lda, thus confirming the elements contained therein and its intention of resolution.

9.7. The credit will be made automatically in order to ensure speed in the process and greater convenience to the Customer, and carried out in accordance with the payment method chosen for the initial order, within the maximum period referred to in the previous number and as follows:

1. Visa/Mastercard/Paypal Credit Card: Amount to be refunded automatically credited to the Credit Card or Paypal account used in the order.

2. Payment by ATM reference:

1. Order with associated NIB (option available in the Customer Area and Step 3/Payment of the order): amount automatically credited to your bank account;

2. Order without associated NIB (option available in the Customer Account and Step 3/Payment of the order): sending a digital voucher to the email address associated with the order, in order to ensure a faster refund, the amount can be used in future purchases at F. LIMA, S.A.

COOKIES POLICY

Cosmic Waves, Lda takes the privacy of its customers and users very seriously, complying with current European legislation in terms of the treatment of personal data and privacy.

Cosmic Waves, Lda adopts the best practices in order to protect user data against possible unauthorized access or use. The data collected on this website are for the following purposes:

- Customize the website according to location/language preferences so that it is more convenient for users to browse this website;
- Respond/Answer to contact requests from users;
- Collect and analyze anonymous traffic data, via external statistical services, which allow us to improve this website.

The data collected on this website is not provided by Cosmic Waves, Lda to external entities and is only used to satisfy user requests, answer to contacts or product communication, when consented.

Cookies

Cookies are small text files stored on a user's device when visiting certain websites. On subsequent visits, the file is sent back to the website that originated it, thus allowing the identification of a user's preferences.

The use of cookies is now common practice on most websites, particularly since the increase in e-commerce. On this website, when authorized by the user, the following cookies are used for:

- Personalization cookies – allow us to remember user preferences regarding their location/language. Thus, on subsequent visits the user will not have to be selecting these options all the time, making the visit and navigation easier.
- Statistics cookies – allow us to understand, by collecting usage statistics, how users navigate our website and how we can improve their experience and website functionality. We use Google Analytics, one of the most widely used and trusted statistical services, to help us collect this information. The information collected, such as pages visited or time spent on the website, does not identify specific users as visits are anonymous.

For any questions about privacy or cookies please contact us at info@ericeirawaves.com.