



Acceptable Use Policy

September 2023 Version

1. General Consideration

The following provisions also referred to as "the Acceptable Use Policy", have the purpose of ensuring responsible use of the internet, the infrastructure, and the Services, and avoiding practices that degrade the usability and performance of the infrastructure and/or the data communication network provided by ShopWhizzy (hereinafter referred to as the "Network").

These provisions compose a policy for using the infrastructure and the Network that is considered acceptable.

The customer undertakes at all times to fully comply with this Acceptable Use Policy and at ShopWhizzy's request, the Customer shall confirm its compliance.

2. Overall Principle

2.1 Customer may only use the Network and the infrastructure for lawful purposes. The use of the Network or infrastructure in violation of any applicable legislation or regulation is strictly prohibited. This includes but is not limited to, the transmission of copyrighted material without the consent of the copyright owner, material that would constitute a violation of the privacy of third parties or that is abusive, harmful, obscene, or could constitute counterfeit, and material protected by trade secret, irrespective of whether the Customer was aware of the content of the transmitted material or the applicable law.

2.2 ShopWhizzy reserves the right to immediately remove any improper material or data and to block the use of the relevant portion(s) of the Network by Customer when its use or purpose does not meet this Acceptable Use Policy.

2.3 ShopWhizzy will not communicate the Customer's email addresses or other personal identification to any third party without prior written approval. Exceptions are made within the scope of judicial investigations to which ShopWhizzy will fully cooperate.

3. The Network

3.1 The Network may be used by the Customer to link to other networks worldwide and the Customer agrees to conform to the acceptable use policies of these networks. Customers who violate system or network security may incur criminal or civil liability. ShopWhizzy will fully cooperate with law enforcement authorities in their investigations of suspected criminal violations, violations of systems, or network security.

3.2 Customer shall not:

- deviate from the internet protocols and standards;
- circumvent user authentication or security of any host, network, or account (referred to as "hacking"), including any attempt to probe, scan or test the vulnerability of a system or network or account, nor interfere with service to any user, host, or network (referred to as "denial of service attacks");
- monitor data or traffic on any network or system without express authorization of the owner of the system or network;
- use IP multicast other than by means provided and coordinated by ShopWhizzy.

4. Shared infrastructure

4.1 Our Acceptable Use Policy implies that we do not set any limit on the use of our shared infrastructure. We consider an average use by our customers that is reasonable and proportional to the quantity of purchased products. As long as your use does not cause any overload issues for other customers, the limit of your use is not exceeded.

4.2 The Acceptable Use Policy was designed to ensure that the use of our products remains in accordance with the rules of the concept and the fundamental principles. Our offer was designed to ensure that overload goes unnoticed when the use is acceptable.

4.3 In practice, the application of our policy for using our shared infrastructure implies that:

- First of all, it is important to inform ShopWhizzy as well and as much as possible about your wishes and expectations, so that ShopWhizzy can offer you the most adequate solution;
- As soon as ShopWhizzy considers that your use is excessive, you will be notified about this;
- In case of excessive use, ShopWhizzy will contact you to find a more suitable solution;
- Your use can be limited to avoid overload issues that could affect other customers;
- The decision on whether or not your use is in accordance with a reasonable and proportional use lies entirely with ShopWhizzy.

5. Electronic Communication

5.1 Customer shall not send any email or other electronic communication to any person who did not agree to receive such communication. It is explicitly prohibited to send unsolicited bulk mail messages ("junk mail" or "spam") of any kind (commercial advertising, political tracts, announcements ...) or to post the same or similar messages to large numbers of newsgroups (excessive cross-posting or multi-posting, also known as "Usenet spam").

5.2 Customer shall not forward or propagate chain letters, nor malicious email.

5.3 Customer shall not add, remove or modify identifying network header information to deceive or mislead. The Customer shall not attempt to impersonate any person by using forged headers or other identifying information.

6. Remedies

6.1 Without prejudice to article 2.2 of this Acceptable Use Policy ShopWhizzy reserves the right to suspend the Services relating to the relevant Service Request:


- if ShopWhizzy finds a violation of this Policy which is not remedied by Customer immediately after written notification thereof by ShopWhizzy;
- if ShopWhizzy is obliged to comply with an order, instruction, or request of a competent law enforcement authority.

6.2 A violation of this Acceptable Use Policy shall, for reasons of clarity, qualify as a material breach under article 8.3 of the General Terms and Conditions of this Agreement.

7. Compensation

The Customer will hold ShopWhizzy harmless and indemnify ShopWhizzy for (i) claims from third parties concerning any content or material based on ShopWhizzy network or infrastructure; (ii) the violation of any applicable laws or regulations, including, but not limited to, any money laundering or similar regulations; and (iii) the violation of rules that govern the use of the internet (including but not limited to each breach of this Acceptable Use Policy) by Customer.

Bruno Gaitero, ShopWhizzy
Aveiro, Portugal
30/09/2023

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