Terms and Conditions of Use of the mobile application

"Learning Journey"

These Terms and Conditions govern access to, and use of, the "Learning Journey" mobile application ("App"), for which Galp Energia S.A., whose registered office is in Rua Tomás da Fonseca, in Lisbon ("GALP"), is responsible. Legal issues pertaining to the App are addressed in the Personal Data Protection and Privacy Policy, which forms an integral part of these Terms and Conditions.

The use of the App by any user shall be governed by these Terms and Conditions and any such use implies acceptance of the same by the user. Should a user reject these Terms and Conditions, they should stop using the App.

GALP is entitled to change or update any part or all of these Terms and Conditions and of the Personal Data Protection and Privacy Policy. Any changes or updates to these Terms and Conditions or to the Personal Data Protection and Privacy Policy will come into effect as soon as they are published in the App. Users are advised that they should check all sections of these Terms and Conditions and of the Personal Data Protection and Privacy Policy on a regular basis, to ensure they are aware of the most recent versions.

GALP provides access to, and allows the use of, the App for the purposes of communicating a range of safety rules that must be complied with when accessing GALP's installations and facilities and for informing and training GALP employees and the company's service providers/partners in these rules.

2. Licence

Notwithstanding the other clauses in these Terms and Conditions, GALP authorises users to make use of the App solely for the purposes established in these Terms and Conditions. GALP may revoke this usage licence at any time. Pursuant to the relevant legislation and these Terms and Conditions, the user may not copy, use, transfer, rent, sub-license, change, adapt, try to modify or alter the source code, engage in reverse engineering, decompile or dismantle any part or all of the App's contents.

Access to, or use of, any of the App's features presupposes that the user: (i) downloads the "Learning Journey" App to their device and (ii) accepts these Terms and Conditions of use.

In accessing the App, the user acknowledges and accepts that the contents of the same may be incomplete, imprecise or not up-to-date or that the contents may not meet their needs or requirements.

Any breaches of these Terms and Conditions may result in GALP withdrawing the usage licence and exercising its rights to the fullest extent permitted by the law, should any damage ensue or should any third parties file for compensation.

3. App Contents

GALP may alter the App and all the contents and information published in the same at any time, periodically and/or without giving prior notice.

Access to, and use of, the App comprise activities carried out by the users.

Users are solely and exclusively responsible for their use of the App and its contents and also for their assessment of the information obtained through the App. More specifically, users are held solely responsible for the communication of incorrect or false information or data or of third-party information or data that has been communicated without the consent of such third parties. Users are also responsible for any incorrect use made of such information and data.

The contents of the App may contain inaccuracies or errors. GALP is not responsible, nor may it be held liable, by any means or method, for any inaccuracies, errors or damage (if any) caused or resulting from the users' use of information originating from or through the App.

Given that any contents that may be downloaded or otherwise obtained through the App result from the user making a decision of their own free will and at their own risk, any damage (if any) to the user's equipment or loss of data resulting from downloads made by the user will be the sole responsibility of the user and GALP cannot be held liable for the same.

GALP may not be held liable for any damage (if any) resulting from any inability to access the services provided through the App or for damage (if any) caused by viruses, files, errors, omissions, service interruptions, cancellation of contents or issues related to the internet, service providers or to the telephone and/or telematic connection, unauthorised access, data changes or a lack and/or poor functioning of the user's electronic devices.

The user is entirely and solely responsible for any acts perpetrated through their user account, whether perpetrated directly by the user or by third parties authorised by the user. GALP has implemented appropriate technical and organisational measures to safeguard the security of the services it provides through the App, to ensure the integrity of electronic traffic data and to preclude the risk of the dissemination, destruction or loss of the user's confidential information or data or non-confidential information or data contained in the App or related to the access (unauthorised or in breach of the applicable legal provisions) to such personal data and information.

GALP does not guarantee, nor can it guarantee, that the App is free of viruses or of any other element that can negatively impact on the technology.

4. Links to other mobile internet sites

Any Links that GALP may provide to other mobile internet sites that are completely independent of the App or of GALP's own internet sites ("External Sites") are only available through the App for information purposes and for the user's convenience. GALP does not control External Sites and, thus, cannot be held liable for the same or for their contents or products (including, but not limited to, any reference to social networks) and cannot be held liable for any damage or loss that might result from the use of such External Sites by the user or for any processing of personal data that might occur while the user is surfing the internet. Should the user access any External Site through a Link in the App, they do so entirely at their own risk.

Thus, the user should take particular care when connecting to External Sites through Links in the App and read the respective terms and conditions and privacy policy carefully.

5. Access to the App. Interruption and Suspension.

GALP provides access to the App but advises that there is a possibility that such access may be suspended, limited or interrupted at any time, in particular to allow for the recovery, maintenance or introduction of new functionalities or services.

GALP will make every effort to restore access at the earliest opportunity.

6. Protection of Personal Information

Users are advised to read and analyse the Personal Data Protection and Privacy Policy that forms an integral part of these Terms and Conditions, so as to understand how and for what purposes the App collects and uses the user's personal data.

7. Intellectual Property Rights

All rights are reserved. The App and all its contents, including, but not limited to, articles, opinions, other texts, lists, user manuals, photographs, drawings, images, video clips or audio or marketing texts, as well as trademarks, logos, domain names, and any other features that may be covered by property rights (including source codes) and/or other forms of intellectual property rights (hereinafter "Material"), are owned by GALP or by third parties and are protected against use, copying or unauthorised disclosure by Portuguese law and international treaties relating to Intellectual Property Rights. None of the provisions in these Terms and Conditions, nor the contents contained in the App, may be interpreted as implicitly conferring, accepting or otherwise licensing the right to use any Material by any means without the prior written consent of GALP or the third party owner of the Material or the intellectual property rights published in the App. The use, copying, reproduction, alteration, republishing, updating, downloading, sending by email, transmission, distribution or duplication, or any other unlawful act involving the Material not specifically identified here, but of a like nature, are prohibited.

Users may, however, view and display the contents of the App and/or the Material on their device, store such content in electronic form on the disk (but not on a server or an Internet-connected memory device) or print a copy of such content for their personal and non-commercial use. Any such display, storage or printing must retain all the information pertaining to the intellectual property rights.

Access to the App does not confer on the user any right over the contents made available by GALP.

8. User Guarantees

The user acknowledges and declares that:

a) They have read and understood these Terms and Conditions;
b) They will refrain from reproducing, duplicating, copying, selling, reselling or otherwise exploiting the App, its contents or any part thereof commercially as well as refrain from using or reproducing the trademarks or any intellectual or industrial property rights belonging to GALP or to third parties;
c) They will not publish or use false, harmful or defamatory information;

d) They will refrain from directly or indirectly using the services or the App for unlawful purposes or for any purposes that contravene the provisions set out in these Terms and Conditions;
e) They will not propagate viruses, spyware, adware, backdoor accesses or Trojan viruses or any other computerised threat of a similar nature;
f) They will not use software or other automatic mechanisms to copy, access or control the App or its contents.

9. Sundry Provisions

The nullity of any of the provisions contained in these Terms and Conditions shall result in the said provisions being deleted. However, all other provisions shall remain in full force and continue to produce all their legal effects.

These Terms and Conditions are governed by Portuguese law and shall be interpreted in accordance with Portuguese law. Any dispute arising from these Terms and Conditions, or related to them, that cannot be resolved by means of an amicable agreement negotiated between the parties, shall be brought before the courts in the Lisbon Judicial District for resolution and before no other.

For any inquiry or issue pertaining to these Terms and Conditions or for any issue pertaining to the use of the App, the user should contact Customers Services by sending an email to learning.people@galp.com.

Date: 21 March 2019