

## Use of Remote Communication Service

### *General Conditions*

#### **1. OBJECT**

1.1 The purpose of this Agreement is to define the general conditions for the adhesion and use of means of remote communication made available by **Plural Markets – Empresa de Investimento, S.A.** (hereinafter referred to as "Plural Markets"), headquartered at Avenida da Liberdade, 190 – 5º B, 1250-147 Lisbon, Portugal, registered at the Commercial Registry Office of Lisbon under legal person number 505 726 394 and registered with the Portuguese Securities Market Commission (CMVM) under number 296.

1.2 The means of remote communication provided by Plural Markets include the mobile applications, available in the iOS and Android stores, and the digital channel made available in a dedicated area of the website.

#### **2. MEANS OF REMOTE COMMUNICATION ACCESS AND USE**

2.1 The means of remote communication allow the Client to consult the information related to their account, carry out operations and transactions and access the contents made available by Plural Markets.

2.2 Access to the means of remote communication is made at the address [www.pluralmarkets.com](http://www.pluralmarkets.com), or through an application on a mobile device by authenticating the Client's identification elements.

2.3 The Client's identification elements referred to in the previous paragraph refer mainly to their login data, username (email) and password.

2.4 In order to validate certain transactions, the use of the means of remote communication is also subject to the receipt and confirmation of unique transaction codes for the contacts data informed by the Client.

2.5 The use of the elements mentioned in paragraphs 2.3 and 2.4 identifies and authenticates the Client within Plural Markets, establishing the authorship of operations, transactions and consultations made through the means of remote communication.

2.6 With regard to operations and transactions carried out through the means of remote communication, Plural Markets reserves the right to request confirmation by the Client, to limit the acceptance according to amount, quantity or other criteria, or to adopt another form of contracting the same, at its sole discretion or by legal and regulatory requirement.

2.7 The Client undertakes to keep information related to residence address, email address and mobile telephone number – and shall immediately notify Plural Markets of any changes occurring during the term of this Agreement and deliver or provide the documents relevant to the changes that occurred, when requested by Plural Markets.

2.8 Plural Markets will not be responsible for any loss resulting from the Client's failure to comply with the obligations referred to in the previous paragraph.

2.9 If it is impossible to access the means of remote communication, which prevents their use as described in paragraph 2.1, the Client acknowledges that, alternatively, the other communication channels of Plural Markets (email, telephone or face-to-face service) are available.

2.10 The means of remote communication are subject to unavailability, delays, shutdowns or other anomalies within the scope of communications that support the access to and use of the service, to which Plural Markets is unaware and shall not be liable for damages and/or losses that may result therefrom.

### **3. SECURITY**

3.1 The Client agrees to regularly check, using the means of remote communication, the operations and transactions carried out on their account.

3.2 The Client undertakes to maintain the careful, confidential and strictly personal use of their data and codes referred to in section 2, as well as to strictly follow the security recommendations described in section 4 below.

3.3 The Client's access to and use of the media of remote communication may be blocked or cancelled, in whole or in part, temporarily or permanently, due to any evidence of improper, unauthorized or fraudulent use, or for the purposes of maintenance, repair or introduction of service improvements.

3.3.1 The Client acknowledges that, for security reasons, access to the means of remote communication services shall be blocked in the event of three consecutive attempts to use the elements mentioned in paragraphs 2.3 and 2.4.

3.4 In the cases provided for in the previous paragraph, Plural Markets undertakes to promptly notify the Client of any blocking or cancellation of the service using the means of communication provided for in the General Conditions for Securities Account Opening and Order Execution, with the respective justification, except when such justification may not be informed for duly substantiated security reasons or in compliance with the applicable legal and regulatory provisions.

3.4.1 Plural Markets shall unblock the Client's access to the means of remote communication services, when the reasons that led to the blocking cease to exist and, in cases of blocking due to evidence of improper, unauthorized or fraudulent use, after validation by the Client.

3.5 The Client agrees to immediately communicate Plural Markets, by any means of communication made available by it, of any evidence of unauthorized or fraudulent use of its means of remote communication.

3.6 In the event of loss, theft or stealing of computer equipment or mobile device, the Client shall immediately contact Plural Markets, by any means of communication made available by it, and request the blocking of access to the means of remote communication.

3.7 Plural Markets is responsible for ensuring the reliability of the means of remote communication services made available at its website and mobile device applications, as well as the security of its servers and computer components.

3.8 Plural Markets never requests personal and/or confidential elements from its Clients, such as login data, username (email) and password, mobile phone number or transaction confirmation codes, so that the Client shall not provide such type of information to third parties by any means of communication.

3.9 The Client is responsible for the security, maintenance, updating and reliability of the computer and communication equipment used to access Plural Markets services, namely computers, tablets, mobile phones and internet connections.

### **4. SECURITY RECOMMENDATIONS FOR REMOTE MEANS OF COMMUNICATION ACCESS AND USE**

Without prejudice to any other security measures that the Client may decide to adopt, Plural Markets recommends to the Client – on a non-exhaustive basis and without representing a total guarantee of security in the access and use – the following measures to access and use the means of remote communication.

4.1 Protect computer and/or mobile phone with an antivirus application, always keeping it up to date.

4.2 Do not open files, access links and install applications from unknown senders.

4.3 Do not use public Wi-Fi networks to access the means of remote communication services.

4.4 Never access Plural Markets website via links, unless originating from official communications from Plural Markets.

4.5 Whenever accessing the Plural Markets website, check if the address corresponds to [www.Pluralmarkets.com](http://www.Pluralmarkets.com) and that it displays a padlock. If in doubt, double-click on the padlock and check that the address corresponds to the Plural Markets website.

4.6 Passwords shall not contain any username and shall not be as simple as an obvious string ("12345", "qwert"), a repetition of characters ("11111") or a date of birth.

4.7 Do not store passwords on a visible manner on computer equipment or mobile phone, and do not share passwords common to several users.

4.8 Access to computer equipment or mobile phones shall be blocked in case of inactivity.

4.9 Log out of the application after having finished using it.

## **5. PROTECTION OF PERSONAL DATA**

5.1 In order for Plural Markets to be able to provide its services, offer its products and perform its obligations, it may collect personal data ("any information that can identify, directly or indirectly, an individual") expressly provided by the respective individuals ("data subjects").

5.2 Within the scope of Plural Markets' activities, there is sharing necessary for compliance with its legal, regulatory and contractual obligations, therefore Plural Markets may share personal data with other companies in the Group to which Plural Markets belongs, public and supervisory authorities, complementary financial service providers and subcontractors.

5.3 Plural Markets handles personal data strictly and with the necessary security measures, for various purposes directly or indirectly related to the scope of this Agreement: service management; accounts opening and management; execution and processing of operations and transactions requested by the Client; direct marketing; compliance with tax, legal and regulatory obligations; anti-money laundering and counter-terrorist financing; and responding to requests from regulators, external auditors and public authorities.

5.4 Plural Markets shall handle and retain personal data for the period necessary in accordance with the purposes for which they were collected and legal, regulatory and contractual obligations.

5.5 Plural Markets has its headquarters in Portugal, and the data collected is governed by the laws and regulations of Portugal and the European Union.

5.6 Plural Markets may transfer personal data collected in Portugal to other countries outside the European Union, for example when they are stored by Plural Markets on cloud computing servers located outside Portugal, for purposes related to the scope of this Agreement.

5.7 Plural Markets shall ensure that entities hired in other countries comply with all necessary practices for proper data protection.

5.8 The Client agrees to have their data transferred to other countries that may have laws and data protection requirements different from those applicable to Portugal and the European Union.

5.9 The Client is reserved to right to information, access, rectification, objection, erasure, limitation, portability, opposition, withdrawal of consent and complaint, in relation to the handling of their personal data, and the exercise of said right shall be submitted to Plural Markets or the supervisory authority.

5.10 For the exercise of the rights referred to in the previous section, Plural Markets may request additional information and documents from the Client, with the aim of preventing fraud, as well as to follow the applicable regulatory provisions and guidelines of the relevant authorities.

5.11 If Plural Markets considers that it cannot respond to a data subject's request regarding the exercise of the rights listed above, it will inform the respective reasons, as well as the need to extend the deadline for response, due to its complexity or impacts.

5.12 Plural Markets' Privacy Policy is available on its website on the internet.

## **6. RESPONSIBILITIES**

6.1 Either party shall be fully liable for failure to comply with its obligations under this Agreement and the applicable securities market laws and regulations.

6.2 Non-compliance, in whole or in part, with the obligations set forth in this Agreement, which failure is not remedied within ten (10) days from a notice in this regard, shall entitle the other party to terminate the Agreement.

6.3 The Client represents to be aware that the texts, documents, images, graphics and other content made available within the scope of the activities and services provided by Plural Markets are the intellectual property of Plural Markets, and the Client is not authorized to copy, reproduce, alter, sell or make available information provided by Plural Markets to third parties.

## **7. GENERAL PROVISIONS**

7.1 Plural Markets reserves the right to change, at any time, these General Conditions, which shall be communicated to the Client at least sixty (60) days in advance, by circular of reference in the account statement or other proper means, and they will be deemed approved if the Client does not expressly oppose them within up to five (5) days before the proposed date for their entry into force.

7.2 Plural Markets reserves the right, at any time, to change any item in the price list, which will be communicated to the Client by circular of reference in the account statement or other proper means, at least sixty (60) days before the intended date of application.

## **8. TERM**

8.1 This Agreement shall become effective on the date of its execution and is valid for an indefinite term, and the parties may terminate it at any time, in writing, at least fifteen (15) days in advance of its expiration.

8.2 The termination of this Agreement or the Account Opening Agreement automatically implies the cancellation of access to the means of remote communication by the Client.

## **9. CLAIMS, VENUE AND GOVERNING LAW**

9.1 This Agreement is governed by Portuguese law.

9.2 Within the scope of the activities provided to its clients classified as retail investors, Plural Markets has agreed to a protocol with the CMVM, in which the use of the Alternative Dispute Resolution Mechanism (RAL) through the Consumer Arbitration Network is accepted.

The entities that integrate the Consumer Arbitration Network are the Consumer Conflict Arbitration Centres (CACC), namely:

- Centro de Arbitragem de Conflitos de Consumo da Região de Coimbra (CACRC);
- Centro de Arbitragem de Conflitos de Consumo de Lisboa (CACCL);
- Centro de Arbitragem de Conflitos de Consumo de Ave, Tâmega e Sousa (TRIAVE);

- Centro de Informação de Consumo e Arbitragem do Porto (CICAP);
- Centro de Informação, Mediação e Arbitragem de Consumo (Tribunal Arbitral de Consumo) (CIAB);
- Centro de Informação, Mediação e Arbitragem do Algarve (CIMAAL); and
- Centro Nacional de Informação e Arbitragem de Conflitos de Consumo (CNIACC).

RAL protocol is available on Plural Markets' website.

9.3 Plural Markets hereby informs that they participate in the Investor Compensation Scheme, approved by Decree-Law No. 222/99, of 22 June and regulated by Ordinance No. 195/2000, of 31 January and by CMVM Regulation No. 2/2000, of 21 January.

9.4 The Client may submit a complaint addressed in person, by telephone, in writing by letter or e-mail sent to Plural Markets, or through the electronic Complaints Book available on the Plural Markets website, or through regulatory or consumer protection authorities, within the scope of this Agreement and in relation to dissatisfaction with the service, the products offered and the services provided by Plural Markets.

9.5 For all issues arising from the interpretation or execution of this Agreement, the jurisdiction of the district of Lisbon is competent, with express waiver of any other.

The undersigned Client declares that they became aware of and fully accept these General Conditions and further represent that they have a copy of them in their possession.

Date

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Client's signature