

GENERAL TERMS AND CONDITIONS

(translated from Portuguese Version, only the Portuguese Version is legal)

1. Scope

The present Terms and Conditions together with the Membership Form constitute the Contractual Bond between ECDE International, Lda, (hereinafter “Organisation”) NIPC 509 370 047, and the Members and to those who provide Services, demonstrating their acceptance of the regulation of their reciprocal relationship, as well as, the delineation of their rights, obligations and responsibilities.

2. Adhesion

1. Any person can become a Member of ECDE International, Lda by accepting the present Terms and Conditions and once executed by both parties constitutes a contractual bond between them.

2. For membership of anyone under the age of 18 years the legal representative’s consent is obligatory.

3. The membership is personal and non-transferable and subject to a membership fee that requires the Organisation to render services which consists in providing, in an emergency situation, clinical data relating to the member and previously provided by the member, the access route to the member’s residence and other pertinent data, as well as, interpreter services (Spanish, Dutch, English, French and German) to the entities that must render assistance 24 hours per day by means of phone contact to the emergency number provided by the Organisation.

4. The Member, under this agreement, is responsible, in case of an emergency, to follow rigorously every instruction given by the Organisation, including calling Emergency Services at 112, informing the people that are close to him (family, friends, employees, colleagues, neighbours, etc..) of the Organisation’s existence, to carry the card given him by the Organisation that identifies him as a Member of the Organisation, to place the vehicle label given him by the Organisation in a visible and accessible place, as well as, to put the phone number given him by the Organisation in case of emergencies in his mobile phone contact list with the name “ECDE”.

5. The Member is the only party responsible for the veracity and updating of the information and documents to be given to the entities provided the emergency service.

6. The Member authorises the Organisation to, in case of emergency, give all the information to the entities providing the emergency service.

7. Any and all other services requested by the Member and provided by the Organisation, or contracted to a third party by the Organisation, are charged as extras and depend on a previously agreed upon mutual agreement.

3. Adhesion Tax

1. The membership fee is annual and varies depending on the membership category:

- Individual membership € 77.50
- Couple membership € 126.—
- Children under 18 years € 41.—
- Additional adult living in same household € 59.—

2. The above described values are for a membership and include the present IVA of 23%.

4. Render Services

1. The Organisation provides services to its members according to the described conditions. Any changes to the services or these Terms and Conditions must be agreed upon in writing by both parties.

2. The Member provides to the Organisation all the documents and data requested, and, any other information required by the Organisation to provide the services offered, in a timely manner to allow the Organisation to render services as indicated in the membership form. The Member must assure the accuracy of all data provided.

3. The Member should provide copies of every document given to the Organisation. The Organisation has no responsibility for any loss or damaged caused.

4. The Organisation can at any time, without notifying the Member, make changes in the services to adjust them to Legal requirements or for other reasons that do not materially affect their nature or quality.

5. The Organisation will make every reasonable effort to provide the services in the time-frame as indicated in these Terms and Conditions, however, the time-frame should be considered as an estimate, and, the Organisation is not responsible for any delay in the provision or conclusion of the services.

5. Incumbencies with Additional Services

1. The Organisation will provide an estimate of the cost of any additional service and present it to the Member. The Member shall pay this estimated cost to the Organisation prior to the Organisation providing the additional service. Should the actual cost to the Organisation of providing the additional service exceed the estimate, an invoice for the difference between the

estimated and actual cost will be issued to the Member for payment according to the terms of these Terms and Conditions (see 3 below).

2. Every estimated cost for additional services will include the present IVA of 21%.
3. The amount owed by the Member to the Organisation will be paid within 14 days after the submission of the invoice to the Member.
4. If payment is not received by the 15th day after the submission of the invoice to the Member, the Organisation will have the right, without limitations of any rights, to suspend the Member and withhold services to the Member.

6. Rights over the Documents and Information

1. The Organisation is the legal owner of the goods and has the rights of guardianship.
2. The use, exercise of and intellectual proprietary rights of the Organisation, in conformity with, and, as defined by, the present Terms and Conditions, do not constitute a violation of the rights, intellectual or other, of third Parties, and it grants to the Member and collaborators, in an unconditional way, non-exclusive, perpetual, exempt from royalties, irrevocable, and with the global cession right, the faculty to use them exclusively in the pursuit of the goals, and in the exclusive interest of, the Members. Without any damage of the exposed, every intellectual proprietary right of the Organisation remains belonging to them.
3. It is the responsibility of the Member to guarantee that every document and all information given to the Organisation, including the information provided for any contracted additional services, will not infringe upon author rights or those related, design patents, registered marks, intellectual property or other third Party rights, and it is the responsibility of the Member for the indemnity for any loss, damage, costs, indirect expenditures or other damages in case of violation.
4. Unless otherwise expressly stipulated, all information and documents provided by the Member should be provided by the Member as the legal owner. After the services have been provided to the Member and payment has been completed by the Member to the Organisation, the Organisation restores to the Member all rights, titles, information and documents that might be from the Member.

7. Confidentiality

1. The information and documents provided by the Member that the Member considers to be confidential will be kept private by the Organisation and only used as necessary in the providing of the contracted services. All the information and documents provided to the Members by the Organisation that the Organisation considers as confidential will be kept private by the Member.
2. The confidentiality does not apply to any document or other material, data or information that:

- a) Is public knowledge, in whole or in part, at the time that it is provided or that becomes public knowledge, with that fact being attributable to the other party
- b) Can be legally disseminated
- c) Is previously in the possession of the other party or is later is transmitted by a third party without any obligation of confidentiality.
- d) Is acquired independently of the other party

8. Guarantees and Responsibility

1. The Organisation is responsible for providing its services in an eager, skilful, efficient way demonstrating an ardent interest. When the Organisation provides goods or services acquired from a third party the Organisation is not responsible for, nor gives any guarantee of, the accomplishment of the service, but, when it's possible, provides to the Members the guarantee given by the supplier of the goods or services.

2. The Organisation is not responsible for any loss, damage, incumbencies, unrealized profits or other reimbursable requests that are the result of any information, document or instruction provided by the Member that might be incomplete, incorrect, inexact, illegible, inappropriate, extemporaneous, old-fashioned or suffers any other vice, attributable to them.

3. The services provided by the Organisation are not exclusively dependent on the aptitudes of those in its employ and those of its collaborators, but, are primarily dependent on the information provided by the Members and on their cooperation, and, in some cases, of a third party, so, therefore, the Organisation does not guarantee the results.

4. Except in the case of death, offenses to physical integrity or other personal damages caused, fraudulent and guilty, by the Organisation, it is not responsible for claims, damages, losses, expenditures or unrealized profits suffered by the Members. The Members will be obliged to indemnify the Organisation for any financial responsibility or damages suffered for this as a consequence of any third party's imputable claim.

5. Except in the case of death, offenses to physical integrity or other personal damages caused, fraudulent and guilty, by the Organisation, it is not responsible for physical or financial damages that are the result of any representation (not fraudulent), guarantee, condition, term, duty or right, or any other damages or unrealized profits, expenditures or other credits (caused by recklessness of the Organisation, their employees, collaborators, agents or others) that might appear outside the scope of the services provided by the Organisation or their use by the Members. The Organisation's responsibility relative to the accurate execution of the present contract cannot exceed the amount of the estimated costs for the contractually provided services, except legal stipulation to the opposite or when expressly foreseen within these Terms and Conditions.

6. The Organisation is not responsible for execution delays or unfulfilled obligations related to the services lacking imputability, nor can such fact be considered a contract violation on the part of the Organisation

9. Contract Cessation

1. Either party can rescind the present contract at any time by means of written communications to the other party with a minimum notice of sixty days.

2. Either party can (without legal recourse) rescind the present contract, by means of written communication to the other party, at any time, effective immediately, in case of:

a) Violation of the current Terms and Conditions by the other party if it does not cure and correct the unfulfilled obligation within thirty days beginning with receipt of the written communications;

b) The other party entering into bankruptcy or insolvency proceedings and the possibility of extrajudicial agreement with the one, his creditors, broken money administrator, legal representative, judicial insolvent or execution liquidator.

c) The other party is declared interdictory or disabled, or sold out the possibility of extrajudicial agreement with his legal representative, tutor or curator.

3. Either party can denounce the contract for the remainder of the term, by means of written communications to the other party with a minimum of sixty days notice.

4. At any time the parties can, by means of written agreement, revoke the contract that between them.

5. To verify the termination of the present contract the Organisation will provide to the Members:

a) An invoice corresponding to any services provided prior to the termination of the contract not previously paid, and, if appropriate, a reimbursement of any amounts paid by the Members for the execution of additional, specific services not provided by the Organisation.

b) Every document and all information provided by the Member relating to the services provided by the Organisation.

c) Receipt for amounts the Member paid for which no receipt was issued.

10. Bigger Force

The Organisation is not responsible for any offenses to physical integrity, losses, damages or unrealized profits suffered by the Members, as a consequence, direct or indirect, of the documents and information that had been embezzled, hindered, late, poorly executed or commercialized, for any reason out of his control, by causes of bigger force, natural causes,

state of war or siege, tumults, civil revolutions, fiscal changes, restrictions or prohibitions for any act of the government, fire, flooding, abatement, sabotage, accidents, damages in the installations or machines, strikes or lock-outs, commercial disputes or work disturbances, reduction or increase of workers, damages in the material or transport or other circumstances that might affect the production supply.

11. Security Instructions

The Member is responsible for the personal fulfilment of the instructions given by the Organisation and, if it's possible, from their families, friends, employees, agents, representative, clients, colleagues and neighbours, with the goal of guaranteeing that the information will be safe and does not hold risks for his health, physical integrity and security when used correctly, and will take other measures or precautions, stating with the nature of the information provided that might be necessary to preserve the health, physical integrity and security of the people who should benefit from the services.

12. Final Disposals

1. These Terms and Conditions, along with the integral membership Form, constitute the contractual bond that exists between the two parties, replacing any previous agreement or understanding, and, cannot be changes, except for expressed agreement of both parties.
2. All communications between either of the parties to the other in regards to these Terms and Conditions should be in written form to the other party at their headquarters or domicile or any other address the writing party designates as the address for written notifications.
3. Any failure or delay by either of the parties in the exercising of their rights under the cover of these Term and Conditions should be considered a forfeiture of that right.
4. If any disposal of these Terms and Conditions becomes legally null, all or in part, the validity of that disposal will not be affected.
5. Any litigation that results from the application of these Terms and Conditions will be nullified and interpreted according to the Portuguese Law, and the parties agree to submit their resolution to the exclusive jurisdiction of the competent Portuguese courts.

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