

## TERMS AND CONDITIONS OF USE OF THE RAUVA APP

### Section A – Introduction.

- 1. Introduction.** These terms and conditions (the “**Terms**”) govern your use of Rauva.com and Rauva mobile application and any related services, features, content, or communications provided by Rauva Portugal, Unipessoal, Lda. (collectively, “**Rauva App**”). Rauva is a technology services provider that offers you, through the Rauva App, an interface which seamlessly enables and aggregates your access to certain financial and business-related services of its partners, via APIs, to give to you a “one-shop” digital solution for starting and managing your business, while also offering you additional business-related tools (collectively, “**Services**”).

For the avoidance of doubt, **RAUVA IS NOT REGULATED BY ANY FINANCIAL SUPERVISORY AUTHORITY**, and it does not provide, by itself, any regulated services to the public. ALL SERVICES WHICH REQUIRE AN AUTHORISATION, LICENSE, REGISTRATION, OR CERTIFICATION ARE PROVIDED BY THE PARTNERS OF RAUVA WHICH ARE DULY AUTHORISED, LICENSED, REGISTERED OR CERTIFIED BY THE RELEVANT COMPETENT PUBLIC OR PRIVATE AUTHORITY, AGENCY, OR BODY. Please refer to “**Rauva’s Partners**” and “**Partners’ Services**” sections to check the full identification, regulatory status, or certifications, as well as the relevant terms and conditions of service of our partners.

- 2. Rauva’s Partners.** Rauva is partnering up with other entities for the provision of certain services published on the Rauva App. At present, Rauva Partners are:
  - Swan.

Rauva may, at any time, add new partners to increase the scope of Third-Party Services in the Rauva App, replace existing Partners or cease its cooperation with any Partner or the availability of one or more Third-Party Services. Rauva will give you notice if and before any such changes take place. Please refer to the “**Amendments**” section and “**Termination of Third-Party Services**” section.

- 3. Entire Agreement.** These Terms, together with (when applicable) the data protection agreement (“**DPA**”), Subscription Plans and Price List, form an agreement (“**Agreement**”) between Rauva Portugal, Unipessoal, Lda. (“**Rauva**”), with registered office at Rua Avenida Duque de Loulé, No. 12 1050-090, Lisbon, Portugal, with sole commercial registration and taxpayer number 516903519, and € 1.000,00 share capital, and legal or natural persons acting in their professional capacity who complete a user account registration and comply with the eligibility criteria (“**you**”, “**Client**” or “**User**”). The legal documents forming the Agreement constitute the entire agreement between you and Rauva regarding the use of the Services, and supersede all prior and contemporaneous communications, agreements, and understandings, whether written or oral. Any legal document forming the Agreement, including these Terms may be modified by Rauva at any time as provided in the “**Amendments**” section below.
- 4. Valid and binding Agreement.** By signing up and accepting our Terms, DPA, Subscription Plans and Price List, and thereafter by accessing or using the Services, you signify that you have read, understood, and agree to be bound by this Agreement. A pdf version of the legal documents forming the Agreement can be downloaded from our website.

5. **Other contracts.** Notwithstanding “**Entire Agreement**” and “**Valid and binding Agreement**” sections, you acknowledge that other contractual documents will apply in the context of Third-Party Services publicised in the Rauva App, as described in the “**Third-Party Services**” section. Rauva’s Partners’ terms will apply to the relevant third-party services, and you must read, understand, and agree to them to be able to use such third-party services.
6. **Language.** You agree that all communications shall be made in English or Portuguese. Rauva is not obligated to communicate in another language.

### **Section B – Eligibility and account registration.**

7. **Services eligibility.** The Services are available to legal and natural persons acting in their professional capacity and within the scope of an economic activity (including, but not limited to, companies, entrepreneurs, business owners and independent professionals), whose location and registered office is in Portugal, and which would not qualify as consumers under any laws. In the case of natural persons, the Services are intended for use by persons who are at least 18 years old.
8. **Account Registration.** In order to use the Services, you must create an account with Rauva and provide certain information about yourself. You agree to provide true, correct, complete and up-to-date information about yourself as prompted by the registration process, and to maintain and update your information to keep it true, correct, complete and up to date at all times. Please refer to **Privacy Notice** which details how your personal data is processed by Rauva.
9. **Representations.** You represent and warrant to us that by registering in the Rauva website and/or app, and using the Rauva App:
  - you are acting in your professional capacity and not for personal use;
  - where you are a natural person, you are at least 18 years old and have the legal capacity to enter into a binding agreement;
  - where you register a company, that you have powers to lawfully represent that company;
  - all information provided by you is true, correct, complete and up to date.

Rauva may at any time request you to provide evidence that you comply with the criteria above.

### **Section C – Scope of Agreement.**

10. **User rights.** Subject to these Terms, Rauva grants you a limited, personal, non-exclusive, non-transferable, non-customizable, non-assignable, non-sublicensable and revocable right to use the Rauva App, solely for your internal business purposes. You may not modify, alter, or create derivative works based on our software, or reverse engineer, decompile, or disassemble our software in any way. You may not use the Rauva App for any other purpose or in any other manner without Rauva’s prior written consent. Rauva retains all rights, title, and interest in and to the Rauva App, including

any modifications or improvements performed therein, and all intellectual property rights therein. By using the Rauva App, you agree to respect the intellectual property rights of Rauva, and to refrain from any unauthorised use of the Rauva App or its content or materials.

- 11. Intellectual property.** All intellectual property rights in and to the Rauva mobile application, APIs and website, including but not limited to the app's design, user interface, text, graphics, logos, images, names, domain, other distinctive signs and any other content or materials, are exclusively owned by Rauva. "Rauva" is a registered trademark of Rauva. The Rauva App is protected by copyright and other intellectual property laws.

If you choose to provide comments or feedback to Rauva in relation to the Services, you hereby grant to Rauva a worldwide, non-exclusive, royalty-free, transferable, sublicensable, perpetual and irrevocable licence to use and otherwise exploit such feedback for quality assessment, training, and promotion of Rauva's Services.

For the purposes of this Agreement, intellectual property shall mean all patents (including supplementary protection certificates), rights to inventions (i.e., invention, technical development, improvement or innovation, whether or not patentable or capable of registration, and whether or not recorded in any medium), copyrights or related rights, trademarks, trade names and domain names, service marks, utility model rights, registered designs, design rights, rights in databases, rights in computer software, topography rights, rights in trade secrets, rights in get-up, goodwill and the right to sue for passing off, Confidential Information, know-how, trade or business names.

- 12. Service availability and disclaimer on warranties.** Subject to the "Amendments" section, Rauva may change, suspend or discontinue any of its Services, as well as modify its prices. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OF ANY KIND. RAUVA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE AVAILABILITY, ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE SERVICES OR ANY THIRD-PARTY SERVICES ACCESSED OR USED THROUGH THE RAUVA APP. RAUVA DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, NOR IT GRANTS THAT IT WILL MEET YOUR EXPECTATIONS. To the fullest extent permitted under applicable law, Rauva disclaims any implied or statutory warranty.

- 13. Obligations of the User.** In addition to any other User obligations established in these Terms, you agree that:

- You are solely responsible for the activity that occurs on your account, and you must keep your account login credentials (including, without limitation, your password) secure. You agree to use a strong password and keep it confidential;
- You must notify Rauva immediately of any breach of security or unauthorised use of your account;
- You must comply with the Terms and any applicable laws or regulations;

- You must pay the subscription fee when due in the manner selected by you in [Subscription Plans and Price List].

**14. Suspension.** Rauva may, at any time, suspend your access and use of the Rauva App if:

- a. You breach any obligation applicable to you under these Terms and you fail to remedy such breach within a reasonable period granted by Rauva, when Rauva considers such breach as remediable; or
- b. You breach any obligation applicable to you under these Terms and such breach causes or its likely to cause serious harm to Rauva’s app or website or Rauva considers that such breach cannot be remedied, in which case suspension may be determined with immediate effects.

**15. Force Majeure.** Force Majeure means an incident beyond a person’s reasonable control, including but not limited to industrial disturbances, lockouts, internet outages, systemic electrical, telecommunications, or utility failures, earthquake, storms, or other elements of nature or acts of God, blockages, embargoes, sanctions, civil unrest, riots, acts or orders of government, war or military hostilities, criminal acts of third parties that could not reasonably be prevented or minimised by that person, hosting (or similar) outages, denial of service other than for Rauva’s breach (such as third party web services outages or denial of service), worms, bots, malware or cyber-attacks. In case of a force Majeure event, Rauva may suspend the services as set forth in “**Suspension**” section.

**16. Taxes.** You are solely responsible for the payment of taxes that arise from your use of the Services. Unless otherwise stated, all amounts referred to in these Terms and in Rauva App or website, including any fees, are stated on a tax exclusive basis.

**17. Privacy.** Each Party shall comply with the applicable data protection laws. If you provide personal data other than your representatives’ personal data to Rauva, including, without limitation, data from your customers and employees, Rauva will act as a data processor in relation to such personal data, in which case Rauva undertakes to process such data in accordance with the DPA.

**Section D – Trial Version, Pricing, Payment, and Rauva Bills.**

**18. Pricing and Subscription Plans.** The Rauva Price List and Subscription Plans are as follows:

Category	VAT	Action	Cost/Limit	Cost/Limit	Cost/Limit
			<b>Starter</b>	<b>Charged</b>	<b>Supercharged</b>
Financial (Rauva Charge)	Exempt	Monthly subscription	0 EUR	8 EUR	20 EUR
Financial (Rauva Charge)	Exempt	Monthly subscription if at least one card transaction is not made per month	3 EUR	N/A	N/A
Financial	Exempt	SEPA and Direct	5	20	100

(Rauva Charge)		Debit Payments (in and out)			
Financial (Rauva Charge)	Exempt	Cost per additional SEPA and Direct Debit Payment (in and out)	0.2 EUR	0.2 EUR	0.2 EUR
Financial (Rauva Charge)	Exempt	Physical cards included	1	1	1
Financial (Rauva Charge)	Exempt	Cost per additional card	7 EUR	7 EUR	7 EUR
Financial (Rauva Charge)	Exempt	Virtual cards included	1	3	10
Financial (Rauva Charge)	Exempt	Number of card transactions	Unlimited	Unlimited	Unlimited
Financial (Swan Charge)	Exempt	Cash withdrawals at ATMs in France and the SEPA area	1 EUR	1 EUR	1 EUR
Financial (Swan Charge)	Exempt	Cash withdrawals at ATMs outside the SEPA area	2% of the amount withdrawn	2% of the amount withdrawn	2% of the amount withdrawn
Financial (Swan Charge)	Exempt	Payment for goods and services in shops or remotely outside the SEPA area	2% of the amount paid	2% of the amount paid	2% of the amount paid
Financial (Swan Charge)	Exempt	Fee for direct debit rejections due to an insufficient balance	10 EUR per rejected direct debit, up to the amount of the rejected direct debit	10 EUR per rejected direct debit, up to the amount of the rejected direct debit	10 EUR per rejected direct debit, up to the amount of the rejected direct debit
Administration (Rauva Charge)	Included	Invoices	1	10	50
Administration (Rauva Charge)	Included	Cost per additional invoice	0.8 EUR	0.8 EUR	0.8 EUR
Administration (Swan Charge)	Excluded	Improper use of the account	150 EUR excl. VAT	150 EUR excl. VAT	150 EUR excl. VAT
Administration (Swan Charge)	Exempt	Processing of judicial or	10% of amount due limited to 20 EUR per file	10% of amount due limited to 20 EUR per file	10% of amount due limited to 20 EUR per file

		administrative seizures, notice to third party holders		EUR per file	EUR per file
Administration (Swan Charge)	Excluded	Drafting a circulation letter for a legal entity holder	45 EUR excl. VAT	45 EUR excl. VAT	45 EUR excl. VAT
Administration (Swan Charge)	Excluded	Intervention fee for managing unauthorized overdrafts	8 EUR per transaction, up to a maximum of 80 EUR per month	8 EUR per transaction, up to a maximum of 80 EUR per month	8 EUR per transaction, up to a maximum of 80 EUR per month

- 19. Trial version.** The trial version of the Rauva App is free for a period of one month and can be used from the moment the Client creates their Rauva User Account and chooses the plan which they wish to subscribe. The trial version can be cancelled at any time during the period in question. While using the trial version of the Rauva App, the Client may change the chosen plan. When the trial period ends, the Client will be automatically converted to the previously chosen plan. At any time, the Client can choose to downgrade their plan to the Starter plan, should they wish to.
- 20. Selection of Plans.** When creating a Rauva User Account, the Client must choose the plan which they wish to subscribe, which is automatically renewed every month.
- 21. Starter plan monthly subscription.** The Starter plan will involve no monthly subscription for the customer, on the condition that they make at least one card transaction per 30 days, using their Rauva Mastercard Debit card. This transaction can be made in any way possible, e.g in store/online/contactless, and can be made from their Virtual or their Physical card. Should the customer not make this transaction, they will be charged 3€ monthly subscription at the end of the 30 day cycle.
- 22. Autopilot plan.** The Autopilot plan offered by Rauva includes all the features and limits included in Supercharged, with the addition of a dedicated certified accountant with full cover of accounting requirements for the customer's business. Full Terms and Conditions for Autopilot will be provided separately to these should the customer sign up to the plan.
- 23. First Payment.** The amount relating to the first payment owed for the use of the Rauva User Account, regarding both Monthly Subscriptions and Running Costs, will be debited automatically on the same day of the next month following the creation of the Rauva User Account. When the payment is respective to a month that does not allow for the debit in the aforementioned day, the debit in question will be carried out on the last day of that month.
- 24. Subsequent Payments.** The amounts relating to all subsequent payments owed for the use of the Rauva User Account, regarding both Monthly Subscriptions and Running Costs, shall be debited from the Rauva User Account, in full, every month and on the same day on which the Rauva User Account was created. When the payment is respective to a month that does allow for the debit on the aforementioned day, the debit in question will be carried out on the last day of that month.

25. **Running Costs.** Running Costs pertain to all services provided by Rauva that exceed those described for each specific subscription plan, which include, but are not limited to, execution of SEPA Payments, the provision of physical or digital cards and the dispatching of Rauva Bills not foreseen in the respective subscription plans.
26. **Price.** The price charged in respect of the Rauva App subscription plan selected by the Client is non-refundable, even if the Client cancels its Rauva User Account soon after the stipulated debit date.
27. **Insufficient Funds.** If at the stipulated debit date, the Client does not have enough funds to pay for the amounts owed, relating to both the Monthly Subscription and Running Costs, the Client will be notified of the need of contributing sufficient funds to its Rauva User Account within one month .
28. **Notifications.** The Client will be notified by e-mail and by push notifications of the amounts owed before the billing date and immediately after the failure of payment of amounts owed. The Client will receive such notifications until the account is credited with sufficient funds or until the Rauva User Account is terminated.
29. **Rauva User Account Suspension.** If after one month of receiving the notification of Insufficient Funds, the Rauva User Account remains without sufficient funds to settle the respective amounts owed, the Rauva User Account will be immediately suspended. After one month of the Rauva User Account being suspended, it will be deactivated and follow Deactivation Data procedures.
30. **Rauva Bills.** Rauva Bills will be sent on a monthly basis to the Client after the respective Rauva User Account has been debited for all amounts owed.

#### **Section F - Partner's Services**

31. **Third-Party Services.** Partner's services are third-party services provided to you directly by our Partners through the Rauva App. These services include payment services, legal services, and accounting services.
32. **Exclusion of liability of Third-Party Services.** While providing the Third-Party Services, Rauva acts as a mere aggregator and intermediary platform which gathers and discloses to you such Third-Party's services. Other than as provided in these Terms, Rauva does not control, ensure, or assumes responsibility for any Third-Party Services, and you agree that Rauva will not be liable for any losses or damages that you may incur as a result of your use of any Third-Party Services or the failure of a Partner to fulfil its obligations to you as provided for in the relevant Partner's terms and conditions. You should read the terms and conditions and privacy policy of any Third-Party Services that you access or use through the Rauva App.
33. **Intellectual property of Third-Party Service Providers.** Trademarks and logos used in connection with the Third-Party Services are the trademarks of their respective owners.
34. **Payment Services Provider.** All payment services are exclusively provided by Swan, a simplified joint-stock company (*société par actions simplifiée*) with a capital of €22,840.20, having its registered office at 95 avenue du président Wilson, 93108, Montreuil – RCS 853827103. Swan is an electronic money institution, approved under number 17328 by the *Autorité de Contrôle Prudentiel et de Résolution* (French Prudential Supervision and Resolution Authority or ACPR), with registered office at 4 place de Budapest, CS92459 - 75436 Paris, Cedex 09, France, and subject to the supervision of ACPR. You can check ACPR's list of authorised entities, [here](#). Swan is

registered with Banco de Portugal, under number 7893, to provide services in Portugal, pursuant to the rules on freedom to provide services. You can check Swan's status with Banco de Portugal, [here](#).

- 35. Payment Services Provider TnC.** Swan offers you access to a payment account where your funds will be safeguarded, issuance of e-money and payment instruments, including cards and payment instructions, such as transfers and direct debit orders, and provides other services required to manage, deposit, or withdraw funds from the payment account and issue or cancel payment instruments. The provision and your use of the payment services is subject to Swan's terms and conditions ("**Swan's TnC**"), which you can find [\[here\]](#). By accepting these Terms, you acknowledge having read, understood and accepted Swan's TnCs. **FOR THE AVOIDANCE OF DOUBT, BY ACCEPTING SWAN'S TNC AND ANY OTHER RELEVANT LEGAL NOTICES OF SWAN, YOU ARE ENTERING INTO A DIRECT BINDING PAYMENT SERVICES FRAMEWORK CONTRACT WITH SWAN, AND SWAN IS EXCLUSIVELY RESPONSIBLE FOR THE PROVISION OF THE PAYMENT SERVICES TO YOU. Further, you should note that the payment services provided by Swan and Swan's TnC are governed by French law, as established in Swan's TnC.**
- 36. Information on the payment account.** Swan's payment account is held with custodian bank, BNP Paribas. Swan will issue e-money against any deposits made into the payment account by you. Please note that a payment account is not a bank account. Please refer to Swan's explanation on how your funds are protected, [here](#).
- 37. Rauva's support.** Without prejudice to Swan's TnC, you acknowledge and accept that, although Rauva is not a party to the payment services framework contract between you and Swan, Rauva may enable and have access to certain information and data (including personal data) related to the payment services of Swan, as required for the operation of the Rauva App. Rauva's access to any personal/payment data in this context is further subject to our Privacy Notice. In case of suspension, deactivation or termination of your use of the Services, for whatever reason, you acknowledge that you will cease to have access to the payment services through the Rauva App. Please refer to Swan's TnC for the procedures to follow in respect of the payment services in case of termination of your relationship with Rauva. Rauva's role in support of the payment services is further described below:



- **Card orders:** you may submit virtual or physical card orders to Swan through the Rauva App, and you consent that Swan informs Rauva whenever a physical card is dispatched to you.
  - **Card payments and withdrawals:** all transactions, including withdrawals are authorised and executed by Swan. Please note that Swan will notify Rauva before final acceptance of any transaction, and, in case there has been an infringement to these Terms, Rauva may invalidate such transaction.
  - **Issue of SEPA transfers:** you can submit SEPA transfer orders to Swan using online forms provided in the Rauva App. Please note that Swan will notify Rauva before the transaction is carried out, and, in case there has been an infringement to these Terms, Rauva may invalidate such transaction.
  - **SEPA direct debits set-up:** you can set-up SEPA direct debit orders with Swan using online forms provided in the Rauva App. Please note that Swan will notify Rauva before the transaction is carried out, and, in case there has been an infringement to these Terms, Rauva may invalidate such transaction.
  - **Loading the Swan Account:** you can load your payment card with Swan by using online forms provided in the Rauva App.
  - **Transactions to and from the electronic money account:** you can instruct Swan to send or receive electronic money transfers from the electronic money account with Swan by using online forms provided in the Rauva App.
  - **Reimbursement of the balance of the electronic money account:** you can instruct Swan to reimburse the balance of the electronic money account with Swan by using online forms provided in the Rauva App.
  - **Internal Direct Debit Mandate:** you can set-up internal direct debit orders with Swan, where both creditor and beneficiary are Swan's customers, by using online forms provided in the Rauva App. The conditions applicable to Swan's internal direct debit scheme are described in Swan's TnC.
  - **Complaints regarding payment transactions:** In case you have any complaint regarding Swan's payment services or in case of non-authorised or incorrect payment transactions you shall submit your complaint through the Rauva App's help desk, which will forward your request to Swan.
  - **Reporting on payment transactions:** the user will receive monthly periodic statements including a schedule of all payment transactions. These will be made available in the Rauva App.
- 38. Rauva's App connection to the Payment Services Provider.** Subject to your acceptance of Swan's TnC, Swan's Privacy Notice and Rauva's Privacy Notice, Rauva App connects you directly to Swan through API. Any personal and / or payment data populated into the online forms which are visible to you on the Rauva App's interface

will be securely transmitted to Swan. Swan will execute all payment instructions and / or orders, in accordance with Swan's TnC.

- 39. Personal data and professional secrecy.** Please refer to Privacy Notice which details how your personal data is processed by Rauva. Information provided by you for the purposes of the provision of payment services by Swan is subject to professional secrecy.

#### **Section E – Liability and Indemnities.**

- 40. Exclusion of liability.** TO THE FULLEST EXTENT PERMITTED BY LAW (AND UNLESS OTHERWISE AGREED WITH YOU IN WRITING), RAUVA WILL NOT BE LIABLE IN CONNECTION WITH THE AGREEMENT FOR DAMAGES, INCLUDING LOST PROFITS OR LOST BUSINESS OPPORTUNITIES, OTHER THAN AS A RESULT OF ITS OWN WILFUL MISCONDUCT OR FRAUD. RAUVA WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES. IN ANY EVENT, RAUVA'S LIABILITY IN CONNECTION WITH THE AGREEMENT WILL NOT EXCEED AN AMOUNT CORRESPONDING TO THE TOTAL FEES PAID OR PAYABLE BY YOU TO RAUVA FOR THE SERVICES DURING THE PREVIOUS 12 MONTHS OR THE TERM OF THE AGREEMENT IF LESS THAN 12 MONTHS.
- 41. Indemnities.** To the extent permitted by applicable law, you shall defend, hold harmless and indemnify Rauva from and against any loss suffered or incurred by it arising out of or in connection with claims presented by any person (including a User or third-party) because of:
- a. any data (including personal data) being wrongfully or unlawfully used or disclosed by you while using the Services;
  - b. information used by you, while using the Rauva App, infringes any intellectual property or other right (including privacy rights) of such person.
  - c. Any use which may pose risks to the integrity, security and/or availability of the App or of any dataset contained therein.

#### **Section F – Deactivation, Term and Termination**

- 42. Deactivation:** One month after the Rauva User Account has been suspended and remains in such a state, the Rauva User Account will be deactivated.
- 43. Term and termination.** The Agreement shall remain in effect until terminated by either party, in accordance with these Terms. Either party may terminate the Agreement at any time, provided that all outstanding obligations and liabilities have been fulfilled. The Agreement may be terminated by sending an e-mail to [support@rauva.com](mailto:support@rauva.com). On termination, you lose the right to access or use the Rauva App.
- 44. Termination of Third-Party Services.** Please note that upon termination of your Rauva User Account and removal of the Rauva App, you will no longer have access to any Third-Party Services through the App. The terms and conditions for the Third-Party Services may establish other provisions and / or procedures for termination of those Third-Party Services. You should consult the terms and conditions of the relevant Third-Party Services when wishing to terminate your use of the Rauva App.

- 45. Deactivation Data Procedures.** Client Data will be held by Rauva for 60 days after deactivation of the Rauva User Account, before being permanently deleted. During these 60 days, Rauva will send the Client notifications via e-mail on day 15, 30 and 45 from the date of Deactivation of the Rauva User Account, regarding Client data right of retrieval. During these 60 days, should the Client wish to retrieve such data, an e-mail to [support@rauva.com](mailto:support@rauva.com) must be sent. After this e-mail has been received by Rauva, the data in question will be sent to the Client, via an encrypted e-mail, within an estimated period of 48 business hours.
- 46. Termination Data Procedures.** Client data will be held by Rauva for 60 days after Termination before being permanently deleted. During these 60 days, Rauva will send the Client notifications via e-mail on day 15, 30 and 45 from the date of Termination of the Rauva User Account, regarding Client data right of retrieval. During these 60 days, should the Client wish to retrieve such data, an e-mail to [support@rauva.com](mailto:support@rauva.com) must be sent. After this e-mail has been received by Rauva, the data in question will be sent to the Client, via an encrypted e-mail, within an estimated period of 48 business hours.
- 47. Funds on Deactivation:** If upon Rauva User Account Deactivation the Client has a positive balance, such funds will be debited by Rauva, to pay towards the amounts owed by the Client to Rauva.
- 48. Survival of Terms.** The following terms shall survive termination of the Agreement:
- Rauva’s rights to use and disclose your feedback;
  - Exclusion of liability and Exclusion of liability of Third-Party Services sections;
  - Indemnities section;
  - Governing law and Jurisdiction sections;
  - Legal notices section;
  - Severability section;
  - Intellectual property sections;
  - Any amounts owed by either party prior to termination remain owed after termination.

#### **Section G – Miscellaneous.**

- 49. Data Protection.** By accepting these Terms, you acknowledge having read, understood and accepted our Privacy Policy, accessible at any time on [our website](#).
- 50. Amendments.** Rauva reserves the right to modify these Terms and any legal document forming the Agreement at any time, by giving 1 (one) month prior notice by email. After that period, any modifications will become immediately effective and upon the updated terms being published on the Rauva App. Your continued use of the Services after the effective date of any modifications will constitute your acceptance of the modified terms. Any changes will only apply as of their effective date. If you do not agree to the

modified terms, you must notify Rauva to terminate the Services, in accordance with the **“Deactivation, Term and Termination”** section.

- 51. Severability.** If any provision of the Agreement, or the application thereof to any party or circumstance, shall be held to be illegal, invalid or unenforceable (in whole or in part) for any reason, the remaining provisions hereof shall continue in full force and effect as if the Agreement had been executed with the illegal, invalid or unenforceable portion eliminated, so long as the Agreement as so modified continues to express, without material change, the original intentions of the parties as to the subject matter of this Agreement and the deletion of such portion of this Agreement will not substantially impair the respective benefits or expectations of the parties of this Agreement.
- 52. No waiver.** No failure or delay by Rauva in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege by Rauva preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.
- 53. Assignment.** You may not assign or transfer the Agreement (or use of Services) to anyone without our consent. However, you agree that Rauva may assign the Agreement to its affiliates or to a third-party that buys it without your consent.
- 54. Subcontracting.** You acknowledge and accept that Rauva may use the services of third-party contractors, including data-enrichers, infrastructure and/or hosting environment provider(s) for the provisioning of the Services.

#### **Section H – Notices and communications.**

- 55. Communications to the User.** Rauva may send you notices and communications through the Rauva App, and any other means elected by you, including push notifications, email, SMS, and phone. You may change the type and means of communication made by Rauva in Preferences.
- 56. Contact Rauva.** For general inquiries and help services, you may contact us through [support@rauva.com](mailto:support@rauva.com).
- 57. Legal notices.** For legal notices or service of process, you may write to us at [support@rauva.com](mailto:support@rauva.com). Please note that the only way to provide us legal notice is at the addresses provided in this Section.

#### **Section I – Final Dispositions.**

- 58. Governing law.** The Agreement is governed by and construed in accordance with Portuguese law.
- 59. Jurisdiction.** Any disputes arising out of or in connection with the Agreement shall be subject to the exclusive jurisdiction of the competent Judicial Courts of Lisbon.