

**JNF**

**APP VOYAGER**

PRIVACY POLICY AND TERMS AND  
CONDITIONS OF USE  
TERMS AND CONDITIONS OF USE



**ARCHITECTURAL  
HARDWARE**

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## **1. Object and Scope**

- 1.1. These terms and conditions of use (hereinafter "Terms and Conditions") establish the rules for access and use of the VOYAGER by JNF Application (hereinafter "Application"), made available by J. Neves & Filhos - Comércio e Indústria de Ferragens, S.A., legal person no. 501 722 726, headquartered at Zona Industrial das Mimosas, nos. 827, 851 and 857, 4510-329 Gondomar (hereinafter "JNF"), as well as the terms of processing personal data through the Application.
- 1.2. By accessing and registering on the Application, the user (hereinafter, the "User" or, in the plural, "Users") declares to have read, understood and accepted these Terms and Conditions, as available and published at the date of each access.
- 1.3. JNF reserves the right, at any time, to change, update and delete these Terms and Conditions and Privacy Policy, in which case it will notify, on the homepage of the website, the change in this document. In any case, the User should periodically consult these Terms and Conditions to confirm whether any updates or changes have been made. If you do not agree to these Terms and Conditions, you must refrain from using the Application.
- 1.4. The use of the Application and its functionalities are also subject to the special conditions of each supply, negotiated in particular between the User and the JNF.

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## **2. Application**

- 2.1 The Application allows Users to associate devices (namely, locks), and control their access and operation remotely, as well as their operational status and request technical support from the JNF for support in unlocking/identifying errors, failures, malfunctions or other difficulties in using the devices (hereinafter, the "Features").
- 2.2 JNF reserves the right to change the number and mode of use of each of the Features.
- 2.3 The uses of the Features made available in the Application are associated exclusively with devices in the Voyager line, which can be consulted in <https://jnf.pt/pt/produtos/voyagersystem-2265549323>.
- 2.4 The App is made available as a Web App and as a mobile app for Android and iOS operating systems.

**2.5** To access and use the Application, the User must have a device with Internet access (namely, computer or smartphone).

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### **3. Access and Registration**

**3.1.** To access the features of the Application, the User must create an account ("Account").

**3.2.** To create the Account, the User must register the following data: name, email address and password, then must receive a confirmation email for account activation. No additional personal data is requested for registration purposes and, if the User receives any communication to that effect, requesting the provision of more information on behalf of JNF (e.g., personal bank and financial details), he/she should not request this information and should inform JNF.

**3.3.** The User will be solely responsible for the access data to the Application, and must ensure its security and confidentiality and the responsible use of this data, not sharing it with third parties.

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### **4. Plans**

**4.1.** The use of the Application depends on the subscription to one of the plans made available by JNF, with the following designations and characteristics:

- (a) Private Control: free version, for private customers.
- (b) Local Control: paid annual version for small businesses.
- (c) Business Control: paid annual version, for large businesses.

**4.2.** JNF also offers personalized plans (Corporate), whose characteristics can be adjusted and contracted specifically for each User.

**4.3.** The conditions associated with each plan, namely prices, payment method and frequency, will be those provided for in the special conditions of each supply, negotiated on a case-by-case basis between the User and/or the entity represented by him/her, and JNF.

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### **5. Use**

**5.1.** Without prejudice to other applicable provisions, the use of the Application is subject to compliance with the following rules:

- (a) The Application and its Features must be used in accordance with the instructions and in strict compliance with the security recommendations made available by JNF;
- (b) The Application may not be used for purposes that are not permitted, illegal or offensive to public order or good customs, or that violate the rights of third parties, namely personality or intellectual property;
- (c) The use and exploitation, for commercial purposes or in any way paid for, of the

Application, including its data, materials, Features or resources, is prohibited;

(d) Access to and attempts to access the Application through means other than those made available by the JNF, as well as the use of modified forms of software for the purpose, in particular, of obtaining unauthorized access to any part of the Application, are prohibited;

(e) The use of the Application to make available or transmit, intentionally or negligently, any type of material that contains or may contain viruses, worms, defects, Trojan horses or other item or computer code, files or programs that are likely to interrupt, destroy or limit the functionality of any computer equipment or system (hardware or software) or communications equipment is prohibited;

(f) It is forbidden to practice any acts that may cause damage, endanger, disturb or degrade the integrity, continuity or quality of the Application, including, in particular: (i) violation of authentication or security systems that protect access accounts, servers, services or networks, (ii) unauthorized access or acquisition of any data from others, and any type of phishing practice is prohibited, (iii) unauthorised scanning of vulnerabilities or deficiencies in access accounts, servers, services, networks, in particular the systematic detection of response to services (scan), (iv) entry into computer systems, services or networks without the express authorisation of those responsible or holders (break in); (v) overload actions aimed at sabotaging or sabotaging the operation of any platform made available by JNF for use of the Application (denial of service) and (vi) illegal or undue interception and/or interference (and attempt to) in any data, systems or equipment not being authorized to do so;

- 5.2.** You must use the Application responsibly, prudently and carefully and must not disrupt or degrade the continuity, integrity and quality of the features and functionality of the Application.
- 5.3.** The Application is used at your own risk and you are solely responsible for any damage caused to your devices, system and/or computer equipment or for any other damage or injury, including loss or damage to data, that results from the use of the Application.

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## **6. Suspension or Termination**

- 6.1.** JNF may, at any time and without notice to Users:
- (a) Suspend, in whole or in part, access to any part of the Application;
  - (b) Terminate, permanently or temporarily, in part or in full, any part of the Application.
- 6.2.** The JNF may also restrict, in its sole discretion, access to any part of the Application or subject it to strategic or commercial constraints.
- 6.3.** JNF may also cancel or suspend a User's account/reserved area when the User violates applicable law, these Terms and Conditions or at the request of a competent authority.
- 6.4.** The User may also, at any time, close his/her Account through the VOYAGER APPLICATION / USER MENU / DELETE ACCOUNT.

**6.5.** Suspension or termination of the Account or the Application for any reason does not entitle Users to receive any compensation or compensation whatsoever from JNF.

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## **7. Safety**

JNF may subcontract third parties to provide support and maintenance services for the Application, ensuring that these entities comply with applicable legal and security requirements.

- a) In order to ensure the availability, integrity, security or quality of the Application and its Features, JNF implements, in particular, the following security measures:
  - a) The remote unlocking of the doors is carried out without access to users' identifying data. The app uses Bluetooth and Wi-Fi technology to communicate with access control, all of which are encrypted.
  - b) The identification of customers and users is done through secure methods, these methods ensure that only authorized people can access the controlled areas.
  - c) The information is hosted on a certified server in Europe, ensuring the security of the stored data
  - d) Without prejudice to the provisions of the previous number, JNF does not guarantee that the Application will operate uninterruptedly, be free of errors or failures or that it will be available continuously.
  - e) JNF makes its best efforts to ensure that the Application does not contain any type of virus or other elements dangerous to your computer and/or any device used to access the Application. However, the User acknowledges that, as the Application operates in an open network, and despite the security measures adopted by JNF, there may be security breaches and improper access, including viruses or other elements that may damage their devices.
  - f) Without prejudice to the above, it is up to each User to adopt the necessary measures to protect their equipment and prevent undue access.

## **Intellectual property**

- a) The Application, the elements that make it up (such as texts, images, graphics, sound and animation and all other information and the way in which they are graphically represented in the Application), its structure, organization and presentation of its content, including its functionalities and the software used in it (together with any modifications, improvements, enhancements, etc.). updates, new versions and customizations), as well as the trademarks, logos and symbols presented in the Application and all the information made available therein (Intellectual Property), are the exclusive property of or have been licensed to JNF.
- b) The User does not have the right to use the information inserted in the Application for any purpose other than those indicated in these Terms and Conditions, and its reproduction, distribution, dissemination, communication to the public or making available to the public for any purpose whatsoever is prohibited. The use of trademarks, logos and other content in the Application does not grant permission to the User to use

them, directly or indirectly, without prior written permission from JNF.

### **Responsibility**

- a) The JNF can only be held responsible for facts that are directly attributable to it. To the extent permitted by law, JNF will not have any liability for loss of profits, moral or image damages.
- b) JNF is not responsible to Users or third parties, in particular, for damages or losses that may result:
  - i. Any action or omission that the User has taken based on the data, information or any other material available on the Application;
  - ii. The use of the Features and the information hosted in the Application;
  - iii. The impossibility of using the Application, including, in particular, delays, interruptions, errors, interference and suspension of communications, omissions, viruses, bugs, and also malfunctions, irregularities and/or problems in the operation of the electronic, computer or telecommunications system;
  - iv. The suspension, non-operation or unauthorized use of the servers on which the Application is hosted and/or all information and data hosted therein;
  - v. Unlawful actions by third parties, including access to or modification of databases;
  - vi. Improper or unauthorized use of the Application and its Features, as well as the violation of these Terms and Conditions;
- c) JNF shall not be liable to the User for any breach of its obligations under these Terms and Conditions, when it is due to or related, in whole or in part, to an event beyond its control and/or foreseeability, i.e., to an unforeseeable event or force majeure (such as pandemics, epidemics, strikes, natural disasters, disturbances of public order, among others). In such cases, JNF's obligations under these Terms and Conditions are suspended for the period for which the event continues.
- d) Nothing in these Terms and Conditions is intended to exclude or limit any party's liability for death or personal injury, fraud, or any liability that cannot be excluded or limited by law.

### **Guarantees**

- a) You understand and agree that your use of the Application is at your own risk. The App is provided on an "as is" and "as available" basis.
- b) JNF expressly disclaims any and all warranties of any kind, whether express or implied, including warranties of fitness of the Application for a particular purpose or a particular level of performance, warranties of non-infringement of the Application, or any other warranties regarding the availability of the Application at all times, or its results and/or services.

### **Changes**

- a) JNF reserves the right to change the way in which the Application is made available, suspend or terminate it at any time, and may also make changes or introduce new terms in these Terms and Conditions at any time.
- b) Any changes will be communicated to Users in due course.
- c) By continuing to use the Application after such notice of changes, you agree to them. If you do not agree with any of the changes, you must refrain from (continuing to) use the Application.

## **Contacts**

a) If you have any questions or need clarification regarding these Terms and Conditions, the User may contact JNF through the following contacts:

[geral@jnf.pt](mailto:geral@jnf.pt)

## **Final Provisions**

a) If any of the provisions of these Terms and Conditions is declared null and void, void, or otherwise unenforceable, this shall not affect the validity or effectiveness of the remaining clauses, which shall remain in full force.

b) The interpretation, application and resolution of disputes relating to these Terms and Conditions are subject to Portuguese law.

c) For the resolution of any conflicts arising from the interpretation or application of these Terms and Conditions, the District Court of Porto will be competent.

## **PRIVACY POLICY**

### **Processing of personal data**

a) In the context of the registration and use of the Application and in the course of its relationship with Users, JNF, as the data controller, will process Users' personal data.

b) For this purpose, JNF collects, in particular, the name, email address and password of the Users, which are processed on the basis of the execution of the contract established when accepting these Terms and Conditions. Depending on the contractual model selected, banking, tax and financial data of Users who are individual customers of JNF may also be processed, strictly for payment and invoicing purposes.

c) Any personal data collected in the context of the use of the Application will be processed for the purposes of (i) the fulfillment of the contractual relationship established with the User; (ii) compliance with the legal and tax obligations of the JNF; and (iii) the pursuit of the legitimate interests of the JNF (namely, for the defence of rights and fulfilment of duties in an administrative or judicial context).

d) The personal data collected may be processed directly by JNF or by entities subcontracted by it (namely, for the purpose of providing IT services), and may also be communicated to third parties, such as administrative, judicial, police or other authorities, under the terms applicable by law.

e) Personal data will be kept by JNF for as long as they are necessary for the pursuit of the purposes for which they were collected and/or for the additional period that is necessary in order to comply with deadlines provided for by law and/or defend rights and interests in legal proceedings.

f) Personal data may also be kept for a period longer than that referred to in the previous paragraph when the law so imposes and/or to defend rights and interests in legal proceedings.

g) JNF makes its best efforts to ensure the security, integrity and confidentiality of the personal data collected. For this purpose, all communications and stored data are encrypted.

h) JNF ensures compliance with its obligations regarding the processing of personal data in the context of its activity and the provision of the Application. Whenever the User is not the subscriber of JNF (but a representative, agent or employee of the customer), he/she must contact JNF's customer, to confirm the terms of processing of his/her personal data by this entity, and JNF is unaware of this processing.

i) Users may, at any time and free of charge, exercise, under the terms provided for by law, their rights of access, rectification, deletion, opposition, limitation of processing and portability of their data. To exercise any of the above rights, the User must submit a written request to the following contact: [protecaodados.jnf@gmail.com](mailto:protecaodados.jnf@gmail.com).

j) Without prejudice to any other administrative or judicial remedy, Users also have the right to file a complaint with the National Data Protection Commission or other competent supervisory authority, if they consider that the processing of their personal data is unlawful.

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