

TERMS AND CONDITIONS

Techframe – Sistemas de Informação, SA

Conditions of access to and use of the Techframe Sites and Systems

1. General

This is an agreement (the “Agreement”) between Techframe – Sistemas de Informação, SA (“Techframe”, “us”, “we” or “our”), a company incorporated under the laws of Portugal with registered address at Rua Almeida Garrett, 83 A – Buzano, 2785-338 São Domingos de Rana, Portugal, and you (“you”, “your” or “user”), a user of the Techframe Sites and Systems.

“Techframe Sites and Systems” means the website www.techframe.com, any other website, portal, application, product, service or online or offline system directly managed or made available by Techframe, and the content made available through them (together, the “Site”, “Products” and “Services”).

This Agreement is legally binding and governs your access to and use of the Techframe Sites and Systems. It applies to all users worldwide, whether you access the Techframe Sites and Systems as a visitor, a registered user, a subscriber or on behalf of an organisation.

By accessing or using the Techframe Sites and Systems, you acknowledge that you have read, understood and agree to be bound by this Agreement and by the Techframe Privacy Policy, which is incorporated into this Agreement by reference. If you do not agree, you must stop using the Techframe Sites and Systems immediately.

If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind that entity, and “you” refers to that entity.

2. Eligibility and Accounts

2.1 You must be at least 18 years of age, or the age of legal majority in your jurisdiction, to use the Techframe Sites and Systems, or must use them under the supervision of a parent or legal guardian who accepts this Agreement.

2.2 Where access requires registration, you agree to provide accurate, current and complete information and to keep it updated. You are responsible for maintaining the confidentiality of your credentials and for all activity occurring under your account.

2.3 You must notify us without delay at the contact address in Clause 20 if you become aware of any unauthorised use of your account.

2.4 We may suspend or terminate any account, or refuse access to the Techframe Sites and Systems, at our discretion, in particular where we reasonably believe this Agreement has been breached.

3. Accuracy of Content and No Reliance

3.1 The content made available on the Techframe Sites and Systems, including text, documentation, specifications, descriptions, illustrations, pricing indications, technical information, guidance and any other material (the “Content”), is provided for general information purposes only.

3.2 While we take reasonable care in preparing the Content, we make no representation, warranty or undertaking that the Content is accurate, complete, current, reliable, error-free or fit for any particular purpose. The Content may contain typographical errors, inaccuracies or omissions, and may be changed or updated at any time without notice.

3.3 The Content does not constitute professional, technical, legal, financial, accounting, regulatory or other specialist advice, and must not be relied upon as such. You should obtain independent professional advice before acting on anything contained in the Content.

3.4 Any reliance you place on the Content is strictly at your own risk. To the fullest extent permitted by applicable law, we exclude all liability for any loss or damage arising from reliance on the Content, including any loss arising from Content that is incorrect, incomplete, outdated or misinterpreted.

3.5 Where the Content includes forecasts, benchmarks, estimates, performance figures, case studies or forward-looking statements, these are illustrative only and do not constitute a guarantee, commitment or representation as to any result you may obtain.

3.6 Translations of the Content into languages other than the original are provided for convenience only. In the event of any discrepancy, the original language version prevails.

4. Availability and Changes to the Techframe Sites and Systems

4.1 We do not warrant that the Techframe Sites and Systems will be available uninterrupted, secure or error-free, or that defects will be corrected.

4.2 We may, at any time and without liability to you, modify, suspend, restrict or discontinue all or any part of the Techframe Sites and Systems, whether temporarily or permanently, including for maintenance, upgrades, security or commercial reasons.

4.3 Nothing in this Clause 4 affects any availability commitment expressly given to a subscriber under an executed Service Level Agreement.

5. Acceptable Use

You agree not to, and not to permit any third party to:

- Use the Techframe Sites and Systems for any unlawful, fraudulent or harmful purpose, or in breach of any applicable law, regulation or sanctions regime;
- Attempt to gain unauthorised access to any part of the Techframe Sites and Systems, any account, server, network or data, or circumvent any security or access control measure;
- Introduce or transmit any virus, worm, trojan horse, malicious code, or any material designed to interrupt, damage, disable or impair the operation of any software, hardware or network;
- Interfere with or disrupt the integrity or performance of the Techframe Sites and Systems, including by means of denial-of-service activity, excessive automated requests, scraping or crawling;
- Reverse engineer, decompile, disassemble or otherwise attempt to derive the source code, structure or underlying ideas of any Product or Service, except to the extent that applicable law expressly prohibits this restriction;
- Copy, reproduce, republish, sell, rent, licence, sub-licence, distribute, modify or create derivative works from any part of the Techframe Sites and Systems, except as expressly permitted by this Agreement or an applicable User License;
- Remove, obscure or alter any proprietary notice, trade mark or attribution;
- Use the Techframe Sites and Systems to transmit unsolicited commercial communications, or to upload, post or transmit material that is unlawful, defamatory, obscene, harassing, infringing or otherwise objectionable;
- Use any automated system, robot, spider or similar tool to access the Techframe Sites and Systems other than a search engine operating in accordance with our published robots file.

6. Intellectual Property

6.1 All intellectual property rights in and to the Techframe Sites and Systems and the Content, including software, source code, databases, designs, layouts, trade marks, logos, trade names and documentation, are and remain the exclusive property of Techframe or its licensors.

6.2 Subject to your compliance with this Agreement, we grant you a limited, revocable, non-exclusive, non-transferable and non-sub-licensable right to access and view the Techframe Sites and Systems for your internal or personal use. No other right or licence is granted, whether expressly, by implication or by estoppel.

6.3 Any use of Techframe trade marks, names or logos requires our prior written consent.

7. Photographs, Videos and Third-Party Materials

7.1 Certain Products or Services include collections of photographs or videos. These are protected by copyright owned by their respective owners, and Techframe holds the licences necessary to make them available in the manner presented.

7.2 You may access and view such photographs and videos only in the way they are presented through the Products or Services. You are under no circumstances authorised to extract, save, copy, redistribute, or otherwise use them in any different manner.

7.3 The Techframe Sites and Systems may include or make available materials licensed from third parties, which may be subject to additional terms notified to you at the point of use.

8. User Content and Submissions

8.1 Where the Techframe Sites and Systems allow you to submit comments, feedback, suggestions, ideas, reviews or other material (“User Content”), you retain any rights you hold in that material.

8.2 By submitting User Content you grant Techframe a worldwide, non-exclusive, royalty-free, transferable and sub-licensable licence to use, reproduce, adapt, publish and distribute that User Content in connection with operating, improving and promoting the Techframe Sites and Systems.

8.3 You represent that you hold all rights necessary to grant that licence and that the User Content does not infringe the rights of any third party or breach any applicable law.

8.4 We are under no obligation to monitor, publish, retain or return User Content, and may remove it at our discretion.

8.5 If your User Content contains personal data, the Techframe Privacy Policy governs how that personal data is handled. The licence in Clause 8.2 relates to the content itself and does not confer ownership of, or an unrestricted right to process, any personal data contained within it.

8.6 If you post personal information in public or social areas of the Techframe Sites and Systems, such as online forums, that information may be displayed to other users and collected and used by others over whom we have no control. We are not responsible for the use made by third parties of information you publish in such areas. If you later remove information you made public, copies may remain visible in cached or archived pages, or where other people have copied or saved it.

9. Purchases, User Licenses and Service Level Agreements

9.1 When you purchase any item from the Techframe Sites and Systems, you are additionally subject to the terms of the User License applicable to that item, which you should read carefully.

9.2 Where applicable, a Service Level Agreement may be signed and put into effect. In that case, the use of the items purchased, their warranties and all other related aspects are governed by that Service Level Agreement.

9.3 Order of precedence. In the event of conflict, the following order applies in descending order: (a) any executed Data Processing Agreement, in respect of the processing of personal data only; (b) any executed Service Level Agreement; (c) the applicable User License; (d) this Agreement; (e) the Privacy Policy.

10. Payment

10.1 We use third-party payment service providers to enable the purchase of certain Products or Services. In such cases you may be directed to a website operated by that provider in order to complete the purchase.

10.2 Any information you provide to a third-party payment provider may be subject to that provider's own terms and privacy policy, and not to ours. We are not responsible for, and have no control over, the policies or practices of third-party payment providers, and their use is at your own risk.

10.3 All prices are exclusive of taxes, duties and levies unless expressly stated otherwise. You are responsible for any such amounts arising in your jurisdiction.

11. Representations and Warranties

11.1 The Techframe Sites and Systems, the Products, the Services and the Content are provided "as is" and "as available". We make no representations or warranties as to merchantability, satisfactory quality, fitness for a particular purpose, accuracy, non-infringement, or uninterrupted or secure operation.

11.2 We specifically disclaim all express or implied warranties not expressly stated in this Agreement, to the fullest extent permitted by applicable law.

11.3 We are not liable for any failure of the Products or Services of Techframe or of a third party, including failures or disruptions, untimely delivery, or scheduled or unscheduled interruptions, intentional or unintentional, that prevent access to the Techframe Sites and Systems temporarily or permanently.

12. Limitation of Liability

12.1 To the fullest extent permitted by applicable law, in no event shall Techframe, its officers, directors, employees or agents be liable to you for any indirect, incidental, special, punitive or consequential damages, or for any loss of profit, revenue, business, goodwill, anticipated saving or data, however arising.

12.2 To the fullest extent permitted by applicable law, we shall not be liable for any loss or damage whatsoever resulting from: (i) errors, mistakes or inaccuracies of Content; (ii) personal injury or property damage of any nature resulting from your access to and use of the Techframe Sites and Systems; (iii) any unauthorised access to or use of our servers, or any personal or financial information stored therein; (iv) any interruption or cessation of transmission to or from the Techframe Sites and Systems; (v) any bugs, viruses, trojan horses or the like transmitted to or through the Techframe Sites and Systems by any third party; or (vi) any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of your use of the Products or Services, whether based on warranty, contract, tort or any other legal theory, and whether or not we have been advised of the possibility of such damages.

12.3 To the fullest extent permitted by applicable law, our total aggregate liability arising out of or in connection with this Agreement shall not exceed the greater of (a) the total amount paid by you to Techframe for the Products or Services giving rise to the claim in the twelve (12) months preceding the event, or (b) one hundred euros (€100).

12.4 In the event of any problem with the Techframe Sites and Systems, your sole remedy is to cease using them. In the event of any problem with Products or Services purchased through the Techframe Sites and Systems, your sole remedy is as provided in this Agreement, in the applicable User License, or in any executed Service Level Agreement.

12.5 Mandatory law. Nothing in this Agreement excludes or limits any liability that cannot lawfully be excluded or limited. In particular, and notwithstanding any other provision of this Agreement, we do not exclude or limit liability for: (a) death or personal injury caused by our negligence or that of our officers, employees or agents; (b) fraud or fraudulent misrepresentation; (c) any liability that may not lawfully be excluded now or in the future; or (d) any liability arising under applicable data protection law, including Article 82 of Regulation (EU) 2016/679, which is addressed in the applicable Data Processing Agreement.

12.6 Jurisdictions that restrict exclusions. If the law of your jurisdiction does not permit some or all of the exclusions or limitations in this Clause 12, those exclusions and limitations shall apply only to the smallest extent that the law of that jurisdiction restricts them, and the remainder of this Agreement continues in full force.

12.7 Consumers. If you are a consumer, this Agreement does not affect your mandatory statutory rights under the law of your country of residence, which continue to apply alongside it.

13. Indemnity

You agree to defend, indemnify and hold harmless Techframe, its parent corporation, officers, directors, employees and agents from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to reasonable attorneys' fees) arising from:

1. your use of and access to the Techframe Sites and Systems, Products or Services;
2. your violation of any term of this Agreement;
3. your violation of any applicable law or of the rights of any third party, including any intellectual property or privacy right;
4. any User Content you submit.

You also agree that you have a duty to defend us against such claims, and we may require you to pay for attorneys of our choice in such cases. This indemnity extends to our reasonable attorneys' fees, court costs and disbursements. In the event of such a claim, we may elect to settle with the party or parties making the claim, and you shall be liable for the damages as though we had proceeded to trial. This Clause 13 does not apply to the extent prohibited by the mandatory consumer law of your country of residence.

14. Privacy and Data Protection

14.1 Personal data collected by Techframe in operating the Techframe Sites and Systems is processed in accordance with the Techframe Privacy Policy, available on the Techframe Sites and Systems.

14.2 Where Techframe processes personal data on behalf of a subscriber in the course of providing a hosted or software-as-a-service Product or Service, that processing is governed by a separate Data Processing Agreement between Techframe and that subscriber, which prevails over this Agreement in respect of such processing.

14.3 Subscribers established in the European Economic Area, or otherwise subject to Regulation (EU) 2016/679, shall enter into the Techframe Data Processing Agreement as a condition of the relevant subscription.

15. International Access and Export

15.1 The Techframe Sites and Systems are operated from Portugal. We make no representation that the Techframe Sites and Systems, the Products, the Services or the Content are appropriate, lawful or available for use in any particular jurisdiction.

15.2 If you access the Techframe Sites and Systems from outside Portugal, you do so on your own initiative and are solely responsible for compliance with the laws of your jurisdiction, including any local content, licensing, import and export restrictions.

15.3 You represent that you are not located in, and are not a national or resident of, any country subject to applicable embargo or restrictive measures that would prohibit the provision of the Products or Services to you, and that you are not listed on any applicable restricted-party list.

16. Third Party Links

We may link to third-party websites from the Techframe Sites and Systems. We have no control over, and are not responsible for, these third-party websites, their content, or their use of your personal information. We do not endorse, recommend or vouch for the security of such websites. We recommend that you review their terms of service and privacy policies before accessing and using them.

17. Force Majeure

We are not responsible to you for anything for which we might otherwise be responsible, if it results from events beyond our reasonable control, including acts of God, war, insurrection, riots, terrorism, crime, epidemic or pandemic, labour shortages (including lawful and unlawful strikes), embargoes, postal disruption, communication disruption, failure or shortage of infrastructure, cyber-attack, failure of a third-party provider, shortage of materials, or any other event beyond our reasonable control.

18. Term, Suspension and Termination

18.1 This Agreement applies from the moment you first access the Techframe Sites and Systems and continues until terminated.

18.2 We may suspend or terminate your access at any time, with or without notice, where we reasonably believe you have breached this Agreement, or where required to protect the security or integrity of the Techframe Sites and Systems or the rights of others.

18.3 Clauses 3, 6, 7, 8, 11, 12, 13, 14, 19, 20 and 21 survive termination.

19. General Provisions

19.1 Severability. If a provision of this Agreement is found to be unlawful, conflicting with another provision, or otherwise unenforceable, the Agreement remains in force as though it had been entered into without that provision. If two or more provisions are deemed to conflict with each other's operation, Techframe shall have the right to elect which provision remains in force, save where mandatory law provides otherwise.

19.2 Non-waiver. We reserve all rights permitted to us under this Agreement and under any applicable law. Our non-enforcement of any particular provision of this Agreement or of any applicable law shall not be construed as a waiver of the right to enforce that same provision under the same or different circumstances at any time in the future.

19.3 Assignment. You may not assign your rights or obligations under this Agreement to any other party without our prior written consent. We may assign our rights and obligations under this Agreement to any other party at our discretion, provided that this does not reduce the protections afforded to you under applicable law.

19.4 Amendments. We may amend this Agreement or the Privacy Policy from time to time. We will notify you of material changes and update the modification date at the end of this document. Amendments take effect when published, or on the date stated in the notice. Your continued use of the Techframe Sites and Systems after that date constitutes acceptance. If you do not agree to an amendment, you must cease using the Techframe Sites and Systems. This Clause 19.4 does not permit unilateral amendment of an executed Data Processing Agreement, User License or Service Level Agreement, each of which is amended in accordance with its own terms.

19.5 Entire agreement. This Agreement, together with the Privacy Policy and any applicable User License, Service Level Agreement or Data Processing Agreement, constitutes the entire agreement between the parties in relation to its subject matter.

19.6 No partnership. Nothing in this Agreement creates a partnership, joint venture, agency or employment relationship between the parties.

19.7 Language. This Agreement is made available in English. Where Techframe publishes a translation, the English version prevails in the event of any discrepancy, save where mandatory local law requires otherwise.

20. Choice of Law and Forum of Dispute

20.1 This Agreement shall be governed by the laws in force in Portugal. The offer and acceptance of this contract are deemed to have occurred in Portugal.

20.2 Any dispute arising from or relating to this Agreement shall be heard by a court of competent jurisdiction in or nearest to Lisbon, Portugal. If you bring a dispute in a manner other than in accordance with this Clause, we may move to have it dismissed, and you shall be responsible for our reasonable attorneys' fees, court costs and disbursements in doing so.

20.3 The unsuccessful party in any dispute arising from or relating to this Agreement shall be responsible for reimbursing the successful party's reasonable attorneys' fees, court costs and disbursements.

20.4 Consumers. If you are a consumer resident in the European Union, Clauses 20.1 to 20.3 do not deprive you of the protection of the mandatory law of your country of residence, and you may bring proceedings in the courts of that country. Nothing in this Clause 20 restricts the right of a data subject under Article 79 of Regulation (EU) 2016/679 to bring proceedings before the courts of their habitual residence, or the right to lodge a complaint with a supervisory authority.

20.5 Consumers resident in the European Union may also use the European Commission's Online Dispute Resolution platform, and, in Portugal, the applicable consumer arbitration centre.

21. Region-Specific Terms

21.1 Annex A (Region-Specific Terms) forms part of this Agreement and sets out additional or modified terms applicable to users located in the regions identified in it.

21.2 Only the section of Annex A applicable to the region in which you are located applies to you. Where Annex A conflicts with the main body of this Agreement, Annex A prevails to the extent of the conflict, and only for users in the region concerned.

21.3 Nothing in this Agreement excludes, restricts or modifies any right, guarantee, warranty or remedy conferred on you by applicable law that cannot lawfully be excluded, restricted or modified.

22. Contact

Questions about this Agreement may be addressed to:

Techframe – Sistemas de Informação, SA

Rua Almeida Garrett, 83 A – Buzano

2785-338 São Domingos de Rana, Portugal

Tel: +351 214 584 160

Data protection matters: dataprotectionoffice@techframe.pt

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ANNEX A — REGION-SPECIFIC TERMS

Techframe – Sistemas de Informação, SA

Annex to the Techframe Terms and Conditions

A1. Purpose and Application of this Annex

A1.1 This Annex forms part of the Techframe Terms and Conditions (the “Agreement”). It sets out additional or modified terms that apply to users located in the regions identified below, where the mandatory law of those regions requires it.

A1.2 Only the section applicable to the region in which you are located applies to you. If you are located in a region not addressed in this Annex, the Agreement applies without modification, subject to Clause A1.4.

A1.3 Where a provision of this Annex conflicts with the main body of the Agreement, this Annex prevails to the extent of the conflict, and only for users in the region concerned.

A1.4 Mandatory law prevails generally. Nothing in the Agreement is intended to exclude, restrict or modify any right, guarantee, warranty or remedy that applicable law provides to you and that cannot lawfully be excluded, restricted or modified. Where a provision of the Agreement would have that effect, it applies only to the maximum extent permitted, and the remainder of the Agreement continues in full force.

A1.5 This Annex addresses the terms of the contractual relationship. Techframe’s handling of personal data is governed by the Privacy Policy and, for subscribers to hosted services, by the applicable Data Processing Agreement. Where a region imposes data protection obligations that require operational steps by Techframe, those are noted here for transparency and are implemented through those documents.

A1.6 Techframe does not actively offer the Products or Services in every jurisdiction. Availability in a given country is a commercial decision, and access from a country is not by itself an offer to contract there.

A2. Quick Reference

The following table summarises where the Agreement is modified. The operative terms are in the sections that follow.

Region	Principal regimes	Main effect on the Agreement
EEA	GDPR; Unfair Contract Terms Directive; Brussels I recast; Rome I	Consumer forum and liability limits restricted; DPA required for subscribers
United Kingdom	UK GDPR; Data Protection Act 2018; Consumer Rights Act 2015	UK representative; consumer rights preserved; UK transfer addendum
Switzerland	revFADP	Swiss representative where applicable
United States	State privacy laws; state consumer statutes	State-specific notices; caps limited for gross negligence in some states
Canada	PIPEDA; Quebec Law 25; provincial consumer law	Quebec French-language and forum rules; consumer protections preserved
Brazil	LGPD; Consumer Defence Code	Liability limits void against consumers; consumer domicile forum
Mexico / Spanish-speaking LatAm	LFPDPPP and equivalents; consumer statutes	Consumer forum preserved; Spanish-language notices
China	PIPL; CSL; DSL	Separate transfer consent; local representative; service availability restricted

Region	Principal regimes	Main effect on the Agreement
Japan	APPI	Local representative where applicable; transfer consent
South Korea	PIPA	Local representative above thresholds; separate consents
India	DPDP Act 2023 and Rules 2025	Consent Manager deadline Nov 2026; full compliance May 2027
Singapore	PDPA	DPO contact; consent and breach rules
Australia / NZ	Privacy Act 1988; Australian Consumer Law; NZ CGA	Consumer guarantees cannot be excluded; prescribed wording required
Vietnam / Indonesia / Malaysia / Thailand	PDPL 2026; PDP Law; PDPA; PDPA TH	Consent-centric rules; transfer documentation
Gulf states	Saudi PDPL; UAE PDPL and DIFC/ADGM	Local representative; transfer approval; Sharia-based public policy limits
Türkiye	KVKK	VERBIS registration; explicit consent for transfers
Israel	Privacy Protection Law, Amendment 13	Registration and DPO duties above thresholds
South Africa / Nigeria / Kenya	POPIA; NDPA; Kenya DPA	Information officer registration; local filings
Russia / Belarus	Federal Law 152-FZ; sanctions	Localisation requirement; service generally not offered

A3. European Economic Area

A3.1 This section applies to users located in a Member State of the European Union, or in Iceland, Liechtenstein or Norway.

A3.2 Consumers. If you are a consumer, Clause 20 of the Agreement does not deprive you of the protection of the mandatory law of your country of habitual residence. You may bring proceedings against Techframe in the courts of that country, and Techframe may bring proceedings against you only in the courts of that country.

A3.3 Unfair terms. Any provision of the Agreement that would be an unfair term within the meaning of Directive 93/13/EEC, as implemented in your country, does not bind you. In particular, the liability cap in Clause 12.3, the indemnity in Clause 13 and the costs provision in Clause 20.3 do not apply to consumers.

A3.4 Statutory conformity rights. Where the Products or Services are supplied to a consumer, the conformity rights under Directive (EU) 2019/770 on digital content and digital services apply and are not affected by the “as is” wording in Clause 11.

A3.5 Withdrawal. A consumer who purchases digital content or services at a distance has a right of withdrawal of fourteen (14) days under Directive 2011/83/EU, save where that right lawfully lapses because supply has begun with the consumer’s prior express consent and acknowledgement.

A3.6 Data protection. Processing of personal data is governed by the Privacy Policy. Subscribers to hosted or software-as-a-service Products are additionally required to enter into the Techframe Data Processing Agreement, which prevails in respect of that processing. Techframe is established in Portugal and therefore does not require a representative under Article 27 GDPR.

A3.7 Online dispute resolution. Consumers may refer a dispute to the competent consumer arbitration centre in their country, and in Portugal to the arbitration centre competent for the Lisbon region.

A4. United Kingdom

A4.1 References in the Agreement and in any Data Processing Agreement to the GDPR are read, for users in the United Kingdom, as references to the UK GDPR and the Data Protection Act 2018.

A4.2 Transfers of personal data from the United Kingdom rely on the UK International Data Transfer Agreement, or on the UK Addendum to the European Commission Standard Contractual Clauses, unless an adequacy regulation applies. The United Kingdom currently benefits from an EU adequacy decision, and Portugal is covered by UK adequacy regulations, so transfers between the two are permitted without additional safeguards while those instruments remain in force.

A4.3 Techframe has no establishment in the United Kingdom. Where required by Article 27 UK GDPR, Techframe appoints a UK representative, whose details are published in the Privacy Policy.

A4.4 Consumers. Nothing in the Agreement excludes or limits the statutory rights of a consumer under the Consumer Rights Act 2015, including the right to digital content that is of satisfactory quality, fit for purpose and as described. Clause 12.4 does not restrict a consumer’s statutory remedies of repair, replacement, price reduction or refund.

A4.5 A consumer resident in the United Kingdom may bring proceedings in the courts of the United Kingdom notwithstanding Clause 20.2.

A5. Switzerland

A5.1 Processing of personal data relating to users in Switzerland is additionally subject to the revised Federal Act on Data Protection (revFADP).

A5.2 Where required by Article 14 revFADP, Techframe appoints a representative in Switzerland, whose details are published in the Privacy Policy.

A5.3 References to “personal data” and to supervisory authorities are read as including the Swiss Federal Data Protection and Information Commissioner.

A5.4 A consumer resident in Switzerland retains the protection of mandatory Swiss consumer law and may bring proceedings at their place of domicile.

A6. United States

A6.1 No federal comprehensive privacy law applies. Obligations arise under the privacy statutes of individual states, which apply according to your state of residence and Techframe's revenue and processing volumes. Where Techframe meets the applicable thresholds, the rights and disclosures required by the law of your state are set out in the Privacy Policy, including any right to know, delete, correct, port, opt out of sale or sharing, opt out of targeted advertising or profiling, limit the use of sensitive personal information, and be free from discrimination for exercising those rights.

A6.2 Techframe does not sell personal information within the meaning of those statutes, and does not share it for cross-context behavioural advertising in respect of subscriber data processed within a hosted Product or Service.

A6.3 Gross negligence and wilful misconduct. In states where the law does not permit the exclusion or limitation of liability for gross negligence, wilful misconduct or fraud, Clause 12 does not apply to that liability.

A6.4 Consumer statutes. Nothing in the Agreement limits any right you may have under an applicable state consumer protection statute that cannot lawfully be waived.

A6.5 Choice of forum. Clause 20.2 remains effective, but a court in your state may decline to enforce it. Where it is not enforced, the remainder of the Agreement, including Clause 12, continues to apply to the extent permitted by the law applied.

A6.6 Government users. If you are an agency or instrumentality of the United States government, the Products and Services are commercial items, and any rights granted are no greater than those granted to other users.

A6.7 Techframe hosts subscriber data in Portugal. Where a US-based subscriber requires a specific data location or a specific contractual arrangement, this must be agreed in writing before subscription.

A7. Canada

A7.1 Processing of personal information relating to users in Canada is subject to the Personal Information Protection and Electronic Documents Act (PIPEDA), and in Quebec, Alberta and British Columbia to the applicable provincial private-sector statute.

A7.2 Quebec. Users resident in Quebec are additionally subject to the Act respecting the protection of personal information in the private sector, as amended by Law 25, which imposes requirements including transparency about automated decision-making, transfer assessments, and a right to data portability. Techframe is required to conduct a privacy impact assessment before transferring personal information outside Quebec, and the transfer to Portugal is documented on that basis.

A7.3 Language. Users in Quebec are entitled to receive the Agreement and related documents in French. The parties have expressly requested that the Agreement and all related documents be drawn up in English. Les parties ont expressément demandé que la présente convention et tous les documents s'y rattachant soient rédigés en anglais. Where mandatory Quebec law requires a French version, Techframe shall provide one on request.

A7.4 Consumers. Nothing in the Agreement limits any right of a consumer under an applicable provincial consumer protection statute. In Quebec, a consumer may bring proceedings at their domicile notwithstanding Clause 20.2, and clauses limiting liability or imposing costs may be unenforceable against consumers.

A7.5 Canadian federal privacy law is under legislative reform. Techframe monitors that reform and will update the Privacy Policy where new obligations take effect.

A8. Brazil

A8.1 Processing of personal data relating to users in Brazil is subject to Law no. 13.709/2018 (LGPD). Data subject rights, including confirmation, access, correction, anonymisation, portability, deletion and information about sharing, are exercised through the contact point in the Privacy Policy.

A8.2 Where required, Techframe appoints a data protection officer (“encarregado”) for Brazil, whose contact details are published in the Privacy Policy, and cooperates with the Autoridade Nacional de Proteção de Dados (ANPD).

A8.3 International transfers of personal data of Brazilian data subjects rely on the transfer mechanisms recognised by the ANPD, including standard contractual clauses approved by the ANPD.

A8.4 Consumers. Where you are a consumer within the meaning of Law no. 8.078/1990 (Código de Defesa do Consumidor), the following apply notwithstanding any contrary provision of the Agreement: the limitation and exclusion of liability in Clauses 11 and 12 do not apply; the indemnity in Clause 13 does not apply; the costs provision in Clause 20.3 does not apply; and you may bring proceedings in the courts of your domicile notwithstanding Clause 20.2.

A8.5 Portuguese language. Techframe shall make a Portuguese-language version of the Agreement available to users in Brazil on request. In the event of discrepancy affecting a consumer, the interpretation most favourable to the consumer prevails, as required by Article 47 of the Código de Defesa do Consumidor.

A9. Mexico and Other Latin American Jurisdictions

A9.1 In Mexico, processing of personal data is subject to the Federal Law on Protection of Personal Data Held by Private Parties and its regulations. Users are entitled to exercise rights of access, rectification, cancellation and opposition (“derechos ARCO”) through the contact point in the Privacy Policy, and a privacy notice (“aviso de privacidad”) in Spanish is made available.

A9.2 In Argentina, Chile, Colombia, Peru, Uruguay and other Latin American jurisdictions with comprehensive data protection statutes, the local statute applies in addition to the Agreement, and users may exercise the rights it confers through the contact point in the Privacy Policy.

A9.3 Consumers in these jurisdictions retain the protection of mandatory local consumer law, including any right to bring proceedings at their domicile, notwithstanding Clause 20.2, and any restriction on the enforceability of exclusions of liability.

A10. People's Republic of China (Mainland)

A10.1 The Products and Services are not actively marketed or offered to users located in mainland China. Techframe operates no infrastructure in mainland China and holds no ICP filing or licence. Access from mainland China is at the user's own initiative and does not constitute an offer to contract in that jurisdiction.

A10.2 Where the Personal Information Protection Law (PIPL) applies to Techframe by virtue of the provision of services to individuals located in mainland China, Techframe shall: obtain separate consent for the cross-border transfer of personal information; provide the notice required by Article 39 PIPL, including the identity and contact details of the overseas recipient, the purposes and methods of processing, the categories of personal information, and the means of exercising rights; and adopt a lawful transfer route under Article 38 PIPL, being the standard contract filed with the Cyberspace Administration of China, a security assessment, or certification, as applicable.

A10.3 Where required by Article 53 PIPL, Techframe shall designate a dedicated representative or establish an entity within mainland China and file its details with the competent authority.

A10.4 The Cybersecurity Law and the Data Security Law may impose additional obligations, including data classification and localisation requirements for important data. Techframe does not knowingly process important data or critical information infrastructure data.

A10.5 If you are located in mainland China, you are responsible for ensuring that your access to and use of the Products and Services complies with the laws of mainland China, including any restriction on cross-border access, network usage or encryption.

A10.6 Techframe makes no representation that Clause 20 will be given effect by a court in mainland China, and reserves the right to decline to provide the Products or Services to users located there.

A11. Japan

A11.1 Processing of personal information relating to users in Japan is subject to the Act on the Protection of Personal Information (APPI).

A11.2 Japan and the European Union recognise each other as providing an equivalent level of protection, which facilitates transfers between Japan and Portugal. Where consent is nonetheless required for a transfer to a third party located abroad, Techframe shall obtain it and provide the information required by the APPI about the destination country and the recipient's protective measures.

A11.3 Where required, Techframe designates a representative in Japan, whose details are published in the Privacy Policy, and reports leaks of personal data to the Personal Information Protection Commission and affected individuals within the prescribed periods.

A11.4 The APPI enforcement regime is being amended to introduce direct administrative monetary penalties. Techframe monitors the commencement of those provisions.

A11.5 Consumers. Nothing in the Agreement excludes liability where the Consumer Contract Act renders such exclusion void, including a total exclusion of liability for breach or liability arising from intent or gross negligence.

A12. South Korea

A12.1 Processing of personal information relating to users in the Republic of Korea is subject to the Personal Information Protection Act (PIPA).

A12.2 Where the applicable thresholds are met, Techframe designates a domestic representative in Korea and publishes the designation in the Privacy Policy, and notifies the Personal Information Protection Commission and affected individuals of a data breach within the prescribed periods.

A12.3 Separate consent is obtained for each of the following where required: collection and use of personal information; provision to third parties; cross-border transfer, including the identity of the recipient and the country of destination; and processing of unique identifiers or sensitive information.

A12.4 Consumers. Nothing in the Agreement limits any right of a user under the Act on the Consumer Protection in Electronic Commerce, and a clause that unfairly restricts such rights is void to that extent under the Act on the Regulation of Terms and Conditions.

A13. India

A13.1 The Digital Personal Data Protection Act, 2023 and the Digital Personal Data Protection Rules, 2025 apply to Techframe to the extent that it offers goods or services to data principals located in India, regardless of where processing takes place.

A13.2 The framework is in a phased implementation. The Consent Manager framework becomes operational on 13 November 2026, and full substantive compliance is required by 13 May 2027. Techframe is implementing itemised notices, purpose-specific consent capture, breach notification to the Data Protection Board of India, and data principal rights handling in line with that timetable.

A13.3 Notices to data principals in India are provided separately from this Agreement, in plain language, itemising the personal data collected and the purpose of each processing activity, together with the means of withdrawing consent and of complaining to the Data Protection Board of India.

A13.4 Consumers. Nothing in the Agreement limits any right of a consumer under the Consumer Protection Act, 2019, including the right to bring proceedings before a consumer commission having jurisdiction at the consumer's place of residence.

A14. Singapore, Malaysia, Thailand, Vietnam, Indonesia and the Philippines

A14.1 Singapore. The Personal Data Protection Act applies. Techframe's data protection officer contact is published in the Privacy Policy, and notifiable data breaches are reported to the Personal Data Protection Commission and affected individuals within the prescribed periods.

A14.2 Malaysia. The Personal Data Protection Act applies, including its amended provisions on data breach notification, data protection officer appointment and cross-border transfers.

A14.3 Thailand. The Personal Data Protection Act applies, including its extraterritorial reach to the offering of goods and services to data subjects in Thailand and the requirement, where applicable, to designate a local representative.

A14.4 Vietnam. The Law on Personal Data Protection (Law no. 91/2025/QH15), in force since 1 January 2026, and its implementing decree apply to foreign organisations processing the personal data of persons in Vietnam. Consent must be express and separately obtained for each purpose, the sale and purchase of personal data is prohibited, and impact assessment and transfer dossiers must be prepared and submitted where required.

A14.5 Indonesia. Law no. 27 of 2022 on Personal Data Protection applies. Its administrative sanctions framework is in force, and criminal provisions are being enforced, although the supervisory authority is still being established.

A14.6 Philippines. The Data Privacy Act of 2012 applies, including registration and breach notification requirements with the National Privacy Commission where applicable.

A14.7 Consumers in these jurisdictions retain the protection of mandatory local consumer law, and any provision of the Agreement inconsistent with it applies only to the extent permitted.

A15. Australia and New Zealand

A15.1 Australian Consumer Law. If you are a consumer within the meaning of the Australian Consumer Law, our goods and services come with guarantees that cannot be excluded under that law. Nothing in the Agreement excludes, restricts or modifies those guarantees. Clauses 11, 12 and 13 apply only to the extent that they do not have that effect.

A15.2 Where liability may lawfully be limited under section 64A of the Australian Consumer Law, Techframe's liability for a failure to comply with a consumer guarantee in respect of services is limited, at Techframe's election, to the resupply of the services or the payment of the cost of having the services resupplied.

A15.3 Privacy. The Privacy Act 1988 (Cth) and the Australian Privacy Principles apply to Techframe to the extent that it carries on business in Australia and collects personal information there. Australian Privacy Principle 8 makes Techframe accountable for personal information disclosed to overseas recipients. Eligible data breaches are notified to the Office of the Australian Information Commissioner and affected individuals under the Notifiable Data Breaches scheme, with assessment of a suspected eligible breach completed within thirty (30) days.

A15.4 Individuals in Australia have a statutory cause of action for serious invasion of privacy, which is not excluded or limited by the Agreement. Automated decision-making transparency obligations take effect in December 2026, and Techframe will reflect them in the Privacy Policy where applicable.

A15.5 New Zealand. The Privacy Act 2020 applies, including Information Privacy Principle 12 on disclosure outside New Zealand and the requirement to notify the Office of the Privacy Commissioner of privacy breaches causing serious harm. Nothing in the Agreement excludes the guarantees under the Consumer Guarantees Act 1993 where you acquire the Products or Services as a consumer.

A15.6 A consumer in Australia or New Zealand may bring proceedings in the courts of their own country notwithstanding Clause 20.2.

A16. Gulf Cooperation Council States

A16.1 Saudi Arabia. The Personal Data Protection Law and its implementing regulations apply to the processing of personal data of individuals residing in the Kingdom, including by entities outside the Kingdom. Where required, Techframe appoints a representative licensed by the Saudi Data and Artificial Intelligence Authority, and transfers of personal data outside the Kingdom are made only on a permitted basis under the transfer regulations.

A16.2 United Arab Emirates. Federal Decree-Law no. 45 of 2021 on the Protection of Personal Data applies onshore. Users established in the Dubai International Financial Centre or the Abu Dhabi Global Market are instead subject to the data protection regulations of that financial free zone, which apply in place of the federal law.

A16.3 Qatar, Bahrain, Kuwait and Oman. The applicable national data protection statute applies, and Techframe complies with any local registration, notification or transfer requirement that it triggers.

A16.4 Public policy. Any provision of the Agreement that is inconsistent with the public policy of a Gulf Cooperation Council state, including principles derived from Sharia, is unenforceable in that state to the extent of the inconsistency, and the remainder of the Agreement continues in force.

A16.5 Techframe makes no representation that Clause 20 will be given effect by a court in a Gulf Cooperation Council state, and enforcement of a foreign judgment may require separate proceedings there.

A17. Türkiye

A17.1 Law no. 6698 on the Protection of Personal Data (KVKK) applies to the processing of personal data of data subjects in Türkiye.

A17.2 Where the applicable thresholds are met, Techframe registers with the Data Controllers Registry (VERBIS) and appoints a representative in Türkiye.

A17.3 Transfers of personal data abroad are made on a basis permitted by the KVKK, including an adequacy decision, appropriate safeguards such as standard contracts notified to the Personal Data Protection Authority, or explicit consent where no other basis applies.

A17.4 Consumers. Nothing in the Agreement limits any right of a consumer under Law no. 6502 on Consumer Protection. A consumer may apply to the consumer arbitration committee or consumer court at their place of residence notwithstanding Clause 20.2.

A18. Israel

A18.1 The Privacy Protection Law, as amended by Amendment 13, applies to the processing of personal data of individuals in Israel, including enhanced enforcement powers of the Privacy Protection Authority and administrative financial sanctions.

A18.2 Where the applicable thresholds are met, Techframe appoints a data protection officer and complies with database registration and notification requirements.

A19. Africa

A19.1 South Africa. The Protection of Personal Information Act (POPIA) applies. Techframe registers an information officer with the Information Regulator where required, and transfers personal information outside South Africa only on a basis permitted by section 72 POPIA. Nothing in the Agreement excludes any right under the Consumer Protection Act 68 of 2008 that cannot lawfully be excluded, and any provision that would be unfair, unreasonable or unjust within the meaning of section 48 of that Act does not apply to a consumer.

A19.2 Nigeria. The Nigeria Data Protection Act 2023 applies. Where required, Techframe registers as a data controller or processor of major importance with the Nigeria Data Protection Commission and appoints a data protection officer.

A19.3 Kenya, Ghana, Egypt, Morocco and other African jurisdictions. The applicable national data protection statute applies, including any registration, local representative or transfer authorisation requirement that Techframe triggers.

A20. Russia, Belarus and Restricted Jurisdictions

A20.1 The Products and Services are not offered to users located in the Russian Federation or Belarus, and Techframe does not operate infrastructure in either country.

A20.2 Federal Law no. 152-FZ requires that the personal data of Russian citizens be recorded, systematised, accumulated, stored, amended and retrieved using databases located in the Russian Federation. Techframe does not operate such databases and therefore cannot offer the Products and Services on a basis compliant with that requirement.

A20.3 Techframe complies with all applicable sanctions and restrictive measures adopted by the European Union, the United Nations and Portugal, and does not provide the Products or Services where doing so would breach them. Techframe may suspend or terminate access without notice and without liability where necessary to comply.

A20.4 You represent that you are not located in, and are not a national or resident of, a jurisdiction subject to comprehensive restrictive measures, and that you are not listed on any applicable restricted-party list.

A21. Operational Commitments

A21.1 Where a section of this Annex states that Techframe appoints a representative, registers with an authority, or adopts a specific transfer mechanism, that commitment applies from the point at which Techframe meets the applicable statutory threshold in the jurisdiction concerned. Techframe assesses those thresholds when it begins to offer the Products or Services in a jurisdiction, and periodically thereafter.

A21.2 Contact details of any representative appointed under this Annex are published in the Privacy Policy.

A21.3 Techframe reviews this Annex at least annually and on becoming aware of a material change in the law of a jurisdiction addressed here.

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