

Privacy Policy

Updated on July 4, 2022

GOPARITY



Privacy Policy

1. Introduction

The Privacy Policy aims to define and regulate the collection, storage, processing, and disclosure of personal information obtained by POWER PARITY, S.A. (hereinafter Goparity) through its electronic platform.

In the Privacy Policy you will find information on how Goparity uses your personal data, as well as your rights as a User. We suggest a careful reading of this Privacy Policy. By visiting or by registering with Goparity, you are also accepting this Privacy Policy. If you do not agree with this Privacy Policy, you should not use or visit the Goparity Platform.

By using the Goparity Platform you confirm that you have read, understood, and explicitly agreed to the General Conditions and the Privacy Policy. If you have not read, understood or accepted the General Conditions or the Privacy Policy of the Goparity Platform, you must immediately stop using the Goparity Platform. If you are representing a legal entity, by using the Goparity Platform, you are declaring that such legal entity has read, understood, and agreed to the General Conditions and Privacy Policy. Otherwise, you must immediately stop using the Goparity Platform.

2. Definitions

Throughout this Privacy Policy the following definitions shall apply, among others:

a. Promoters: entities (SMEs, Companies, Single Member Companies, Associations, Public or Private Institutions, other Organisations or Legal Persons, and in some cases individuals or natural persons) seeking funding from Investors and intending to act as borrowers and have created an account on the Goparity Platform, having accepted its General Conditions and its Privacy Policy;

b. Goparity Registration/Account: individual registration/account of a User created on the Goparity Platform.

c. Loan Agreement: legal contract entered into by the Promoters and Investors in the context of requests for funding placed on the Goparity Platform, governing the agreement between the Parties;

d. Investors: people who intend to make onerous loans to individuals, companies, associations, public or private institutions, other legal entities or organisations, acting as lenders and who have created an account on the Goparity Platform, having accepted the its General Conditions and its Privacy Policy;

e. Goparity Platform/Electronic Platform/Platform: Crowdfunding platform managed by Goparity accessible through the website www.goparity.com or through a mobile application developed by Goparity.

f. General Conditions: General Conditions of the Goparity Platform, the acceptance of which is necessary for its use;

g. POWER PARITY: POWER PARITY, S.A., Public Limited Company, Corporate Tax No. 514 373 822, with share capital of 55.003,00 euros (fifty-five thousand and three euros) and registered office at Rua Paulo da Gama, N.º 629, 4150-589 Porto, Portugal - entity responsible for the management of the Goparity Platform;

h. MANGOPAY: MANGOPAY, SA, a company registered under the number B173459 in the Luxembourg Registry Offices and authorised and supervised by the Luxembourg Financial Sector Supervisory Commission (CSSF), with registered office at 110 route d'Arlon L-1150 Luxembourg, and whose website is www.cssf.lu to receive, transfer, and collect funds from Users in electronic money.

i. User/Client: Comprises the universe of Promoters and Investors, as defined above.

j. Installer: any company or organisation that provides implementation services for projects in the areas of environment, energy or sustainability that wants to be referred to on the Goparity platform and provide financing opportunities for its clients and/or projects.

The terms and expressions defined in the singular or plural form in Clause 2, and in the rest of the General Conditions, may be used, respectively, in the plural or in the singular, with a corresponding change in their meaning, unless the context requires otherwise.

3. Information to be collected

The User/Client will make available directly to Goparity the following information:

If Private: i) name and surname; ii) tax identification number; iii) email; iv) telephone contact; v) address; vi) bank account identification number; vii) activity with Goparity; viii) any relevant information for compliance with legal, administrative or regulatory provisions; (ix)

information on the submitted supporting documents; x) communications with Goparity; xi) other elements provided in the General Conditions and Privacy Policy;

If Company: i) corporate name; ii) identification of the legal representative; iii) legal person number; iv) email of the company/legal representative; v) telephone contact; vi) address; (vii) bank account identification number; viii) any relevant information for compliance with legal, administrative or regulatory provisions; ix) activity with Goparity; (x) information on the submitted supporting documents; (xi) communications with Goparity; xii) other elements provided in the General Conditions and Privacy Policy.

Any inaccurate information or any information entered with malicious purposes, may be stored and used by Goparity for criminal and judicial purposes, and may be freely disclosed to the competent authorities for investigation of potentially existing criminal offenses.

4. Use

The use of the Platform is intended solely and exclusively for adults, and its use is forbidden to any person with legal capacity restrictions, namely but not exclusively to those who are interdicted, as well as to those who, due to their habitual prodigality or the abuse of alcoholic beverages or narcotics, prove incapable of properly governing their assets.

The personal data provided through the Platform are intended to be used by Goparity and/or partner companies involved in the development, management, payments, and operationalisation of the Goparity Platform and associated procedures and/or by entities integrated on a consolidated basis.

The Client/User authorises Goparity to proceed within the limits of the law, the storage, computer processing, communication, intercommunication, transfer of his/her personal data, for the general operation of the Platform, for promotional campaigns of Goparity products and new services, as well as to comply with all applicable legal and regulatory provisions. Goparity may assign and transmit these elements to entities that are in a domain or group relationship with Goparity or are subcontracted to that effect.

Clients/Users are explicitly allowed the consumption and interconnection of personal data and other data originated in the transactions carried out to third parties, necessary for the Payment Transaction(s) ordered, issuance and invoicing, and execution of payments and promotional and communication campaigns. Goparity uses or may come to use the services of the following information and communication providers in the development of its activity, among others: Google, AWS, Mailchimp, CTT, LinkedIn, and Facebook. Other

information and communication providers may be used in the development of its activity and within the scope of this privacy policy.

The Client/User also authorises Goparity to make any and all communications that may prove necessary with the Bank of Portugal, CSSF (Luxembourg Financial Sector Supervisory Commission) or any other regulatory entity (national, European or other Member State) on information concerning the Client/User.

In case of default or non-compliance, the Client/User also authorises Goparity to communicate such facts to entities, or any companies that are authorised to process personal data and exchange credit risk information, if necessary.

The Client/User understands and accepts that the information requested for both the registration in the Platform and the contracting and fulfilment of the Loan Agreements is asymmetric and different depending on whether it is an Individual or a Company, an Investor or a Promoter.

Goparity will not disclose any personal data about Individuals or Investors and/or their legal representatives until any Loan Agreement with Promoters is entered into, and this information is treated as personal information and of the sole and exclusive knowledge of Goparity and of partner companies involved in the development, management, payments, and operation of the Goparity Platform and associated procedures.

The Promoter hereby consents to the public disclosure, on the Platform or outside it by any means of communication, of the following information, necessary for the disclosure and promotion of its funding request, disclosing the following information: i) company name; ii) identification of the manager(s)/legal representative; iii) legal person number; iv) date of incorporation; v) area of activity; vi) elements contained in the simplified business information; vii) additional financial information; viii) issues related to the purpose of the financing; ix) history of the use of the platform.

The Client/User authorises and consents Goparity to use the personal data provided, when carrying out its activity, as well as in the: i) completion of Loan Agreements; ii) management of individual Goparity accounts; iii) management and recovery of loans; iv) identity validation; v) prevention and detection of fraud, money laundering and terrorist financing activities; vi) legally required communications with entities; vii) communication to entities with which it is in a domain or group relationship.

The Client/User must permanently keep his/her personal data updated, by changing its personal data on the Platform or with Goparity. The Client/User shall be solely and exclusively responsible for any information that is erroneous, false or in any way untrue.

Goparity acknowledges that the data provided has been entered by the Client/User or that its collection has been authorised by the Client/User. The data provided are subject to confidentiality, being guaranteed to the data subject the right of access, rectification, erasure or object to them in accordance with the law, upon written request to Goparity, and the data subject may amend or change his/her data directly with Goparity.

Goparity may collect computer information about the Client/User of the Platform for statistical purposes, monitoring, and improvement of the Platform's activity.

5. Security

The security of its Clients/Users is one of Goparity's main concerns in the development and operation of the Platform, which was built to provide adequate protection to all its Clients/Users. Periodic audits are also carried out to guarantee total security for Users. In the event of a personal data breach, Goparity will notify the competent supervisory authority within the mandatory legal period after becoming aware of it, and will document the facts relating to the breach, its effects, and the remedial measures taken.

6. Cookie policy

Goparity uses cookies to collect information about its Users to monitor the activity of the websites/platforms and to improve its functioning. Cookies are small text files with relevant information that the access device (computer, mobile phone/smartphone or tablet) loads, through the respective browser, whenever the websites/platforms are accessed. The placement of cookies will not only help the websites/platforms to recognise the User's device the next time he/she visits, providing a better and faster browsing experience, but also, often, will be essential for its operation. The cookies on the Goparity website are used for various purposes, namely:

- Authentication: storing a unique identifier that allows recognition of an individual session;
- Preferences: storing preferences to improve the experience on future visits;
- Usage statistics: allowing the collection of anonymous statistical data on the use of the website/platform, in order to analyse and improve the service provided;

- Remarketing: identifying previous visits to the website/platform to show, on third party websites, relevant ads and of interest to the User.

The User of the website/platform can, at any time, restrict acceptance of cookies by changing the settings of his/her browser. Unfortunately, by modifying the cookie settings, the User may affect his/her ability to access the website/platform, its content, or all the tools it offers. If the User wishes to change the settings or disable cookies in his/her browser, the User will need to change the browser preferences and settings. The User has to select the browser he/she is using for more information: a) Chrome; b) Firefox; c) Safari; d) Internet Explorer. Limiting the use of cookies may hinder the browsing experience of the User, or even prevent the correct functioning of the websites/platforms.

7. Third party websites

The Platform may contain hyperlinks and/or links to other websites, which may contain useful information/tools for Users. The Goparity Privacy Policy in this document may not correspond to the Privacy Policy applicable to those websites, so if you visit other websites from the Goparity Platform, you should always read and consider the provisions of their respective privacy policies.

Goparity is not responsible for the privacy policy or content present in third party websites.

8. Changes to the Privacy Policy

The privacy policy and the guarantee of confidentiality of the Users' personal data is a priority for Goparity.

The use of the Goparity Platform implies acceptance of this Privacy Policy. The Goparity team reserves the right to change this Privacy Policy without notice, communicating it to its Clients/Users.

9. Cancellation/Suspension of Service

The Client/User acknowledges that the management and maintenance of the Platform has complex technical means behind it, in which failures and anomalies, adjustments needs, and repairs may occur, wherefore Goparity cannot guarantee the functioning of the Platform at all times and cannot be liable damages, losses, loss of profits or any other damages arising from one of these situations.

Goparity cannot also be liable for any problems, temporary or permanent failures, as well as any undue and unlawful violations of the Platform's security systems, resulting from acts of third parties or of the Client/User, which may result in improper disclosure of personal information of Clients/Users. The User shall be solely and exclusively responsible for the connection and security conditions of his/her internet connection.

The Platform may be temporarily suspended for maintenance, technical impositions or reformulations purposes or where its non-suspension jeopardises the security of the Platform.

The Clients/Users may send an email to support@goparity.com requesting the cancellation of their registration/, which can be done at any time.

The cancellation or suspension of the Platform may result from well-founded fears that the Platform's security protocols have been violated, or are at risk of being violated, that the technical conditions for maintaining the services provided do not exist, or that the Platform's security standards have been put at risk.

The Client/User is responsible for his/her connection to the internet, as well as its communication devices, and Goparity shall not be held liable for failure to function, operate and/or be compatible with the Platform. The Client/User is also responsible for his/her transmission and data, passwords, antivirus, and antispyware, and Goparity shall not be liable for any misuse or abuse of such elements by the Client.

10. General Provisions

If any provision included in this Privacy Policy is held to be invalid or unenforceable, it shall not affect the validity or enforceability of the remaining provisions.

The User acknowledges that all documents and orders, delivered and electronically signed on the personal area or sent by email through his/her previously registered email address, correspond to his/her free and conscious will.

Communications between the Goparity Platform and the User will be carried out by means of electronic mail and/or through notifications on their personal area or communications in public areas of the website.

The data stored on the Goparity Platform will be conclusive in relation to the facts and matters on which they are kept, with particular reference to the identification of the Users, in

the context of a loan dispute, and more generally, the identification of the parties (Investors and Promoters) to the loans and the number, type, and characteristics of the loan contracts concluded by them.

This Privacy Policy, written in Portuguese, as well as the relations between Goparity and the Users within this scope are subject to Portuguese Law.

The currency indicated on the Goparity Platform is the Euro.

II. Contacts and complaints

Users may contact Goparity directly to ask questions, clarify procedures or make a complaint at any time by using the email support@goparity.com. We also recommend consulting our frequently asked questions. The User can also send a registered letter to Power Parity, S.A., Rua Paulo da Gama, N.º 629 4150-589 Porto, Portugal with his/her request for clarification or complaint.

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