

## **GENERAL TERMS AND CONDITIONS OF USE**

### **Annual General Meeting Platform**

**EDP - Energias de Portugal., S.A. (06/04/2022)**

#### **1. PURPOSE**

- 1.1. This document establishes the general terms and conditions (hereinafter “Terms and Conditions”) for users (hereinafter “User” or “Users”) to use the electronic platform (hereinafter, “Platform”, available at (<https://edpgsm.golivedg.tv>), on which EDP - Energias de Portugal, S.A., a company registered with the Commercial Registry Office under unified taxpayer ID and registration number 500 697 256, with a share capital of 3,965,681,012.00 Euros, with registered offices at Avenida 24 de Julho, No 12, 1249-300 Lisboa, with telephone number +351 21 001 2834 and email address: [edp.ag@edp.com](mailto:edp.ag@edp.com), (hereinafter, “EDP S.A.”) will hold its Annual General Meeting remotely and in real time.
- 1.2. The information provided on this website and in the Terms and Conditions is aimed at advising Users in connection with the functioning of the Platform.
- 1.3. Users acknowledge that by accessing to, consulting and using the Platform they agree to these Terms and Conditions and to the relevant contents.
- 1.4. These Terms and Conditions must be read together with the Privacy Policy and the Cookie Policy.

#### **2. CHANGES**

- 2.1. The contents provided on the Platform can be changed at any time, and even deleted or modified. Such changes shall be published on the Platform without prior notice, subject to any rules applicable to the holding of general meetings. EDP S.A. does not warrant that either the website or its contents are always updated or free of any errors or omissions.
- 2.2. Users should read the Terms and Conditions and other contents whenever they access the Platform to confirm whether any changes or updates were made.

#### **3. ACCESS TO THE PLATFORM**

- 3.1. In order to access the Platform, Users need to follow the steps set out in the previous email sent to log in to their account.
- 3.2. Users shall use the Q&A feature on the Platform, which allows them to ask questions during

the Annual General Meeting, responsibly and civilly.

- 3.3. Users are fully and solely liable for the truthfulness, accuracy, up-to-datedness and authenticity of the data, including personal data provided during the login and must endeavor to update those data if and when necessary.
- 3.4. Users shall keep their account access information confidential, which includes not disclosing those data to third parties or browsing in a way that would allow third parties to decode and copy the data.
- 3.5. Users represent and warrant that they have read and are aware of all information relevant to participate in the Annual General Meeting, including the convening notice and any information therein.
- 3.6. The User account on the Platform shall be deleted upon the adjournment of the Annual General Meeting, and any personal data associated to such account will also be deleted or anonymized.
- 3.7. Users shall be solely liable for accessing and using the account with their data. Users shall be fully and solely liable for any acts performed through their User account, either directly or through third parties authorized by the User, for use on the Platform or to share and edit contents, or if the User is found to have committed any abusive, fraudulent or illegal acts.
- 3.8. EDP S.A. reserves the right to close User accounts that breach these Terms and Conditions, including if it establishes that the User is using proxy IP addresses to conceal the use of multiple accounts or in any way disrupt the functioning of the Platform.
- 3.9. EDP S.A. disclaims any direct or indirect liability for any damages arising from the suspension or cancellation of your account.

#### **4. PLATFORM USE**

- 4.1. Users are granted a non-exclusive and non-transferrable license to use the Platform and the contents provided on it solely for the purposes of, and during the Annual General Meeting.
- 4.2. The Platform contains a content repository that can be accessed by and is provided to Users for the purposes of the Annual General Meeting.
- 4.3. Generally, Users shall use the Platform responsibly, carefully and prudently, and must not disrupt or corrupt the continuity, integrity and quality of the Platform's resources and features, or impinge on the rights or opportunities of use of third-party Users.
- 4.4. The use of the Platform to provide or broadcast any type of material that contains or is liable to contain viruses, worms, defects, Trojan horses or any other item or computer codes, files or programs liable to interrupt, destroy or limit the features of any computer equipment or

system or communication equipment is strictly forbidden.

- 4.5. EDP S.A. endeavors to provide continued access to the Platform and its contents. Access to the Platform may however be suspended, limited or cut at any time. Access to the Platform may be limited from time to time to enable the recovery, maintenance or introduction of new features. EDP S.A. shall endeavor to reestablish access as quickly as feasible. EDP S.A. reserves the right to block access to any content and/or remove any content it believes, in its sole discretion, to breach these Terms and Conditions.
- 4.6. EDP S.A. shall not be held accountable for any internet connection difficulties, including if you do not have the necessary access conditions or the Platform is unavailable at any given time.
- 4.7. EDP S.A. shall not be held accountable for any damages caused by viruses or other technologically harmful materials that may infect your computer, mobile device, software or other materials as a result of using the Platform or other websites accessed from the platform.

## **5. USER OBLIGATIONS**

- 5.1. When using the Platform, Users undertake to:
  - a) Read the Terms and Conditions fully, including the Privacy Policy and the Cookie Policy;
  - b) Abide by the Terms and Conditions strictly;
  - c) Provide only data that concern them, are true and updated when they log in to participate in the Annual General Meeting;
  - d) Provide only data that concern them, are true and updated when they log in to the Platform;
  - e) Acknowledge and abide by third-party rights, including other Users' and EDP S.A.'s rights, including any intellectual property rights;
  - f) Refraining from acting in breach of the law, which includes conducts infringing third-party rights, slander and libel of any individuals or corporate defamation, including of EDP S.A. and the other Users;
  - g) Act responsibly and always in good faith towards EDP S.A. and the other Users;
  - h) Refrain from designing and using any technological tools or measures, whether through computer programming or use of pre-existing software, intended or apt to damage, modify or fully or partially delete the Platform, the Contents or the technology incidental to its proper functioning, or any tools or measures apt to enable unauthorized access to the Contents or any reserved contents in respect of both EDP S.A. and the other Users;
  - i) Save for any public-domain documents published on EDP, S.A.'s website, keep confidential any information they may have access to during their participation in the Annual General

Meeting. This obligation shall survive the deletion of the User account on the Platform or the termination of these Terms and Conditions.

- 5.2. The breach of this Clause by the User may entail civil and/or criminal liability and the ensuing obligation to indemnify any losses or damages caused, or punishment by fine or term of imprisonment pursuant to the law.

## **6. SECURITY**

- 6.1. EDP S.A. has implemented the appropriate technical and organizational measures to safeguard the security of the Platform and the Contents, to ensure the integrity of electronic traffic data related to unauthorized forms of use or knowledge, as well as to avoid risks of disclosure, destruction or loss of confidential information and data contained in the Platform, or in connection with any unauthorized access to personal data and information or in breach of the applicable legal rules.
- 6.2. As the Platform is an online service, EDP S.A. does not and cannot warrant that the Platform is free of viruses or any other issues that could have an adverse impact on the technology used by Users to access the Platform.
- 6.3. Considering that any Content that may be downloaded or otherwise obtained of the Users' free will and at the Users' own risk, any damage (if any) to the Devices or loss of data resulting from any User downloading, obtaining or sharing the Platform's Contents, shall be deemed to be a decision freely taken by the relevant User, performed by the User at their own risk. Users shall therefore be fully and exclusively responsible for their actions and EDP S. A. cannot be held liable in this respect.
- 6.4. EDP S.A. disclaims any liability for any damages (if any) resulting from the impossibility to access the Platform and/or the Content provided on the Platform, including if such impossibility is caused by viruses, damaged files, errors, omissions, failures, Internet-related issues, service providers or of phone and/or telematic connections, unauthorized access, data changes or any other issues in connection with the User devices' failure to perform and/or defective performance.
- 6.5. Users are responsible for maintaining and properly using their personal information on the Platform and for any damages or losses sustained by EDP S.A. or any third parties as a result of their improper use, loss or theft of personal information, in breach of these Terms and Conditions.

- 6.6. Users are further responsible for maintaining and properly using their Platform access credentials. Users are responsible for their login and for ensuring its confidentiality. Users are also responsible for providing any specific information requested on the Platform, which must be accurate and up to date.
- 6.7. In order to ensure that the Platform remains available to the Users, traffic may be monitored for purposes of detecting any unauthorized access attempts or content modification attempts or any other events that could otherwise damage the website.
- 6.8. Unauthorized attempts to modify, change, destroy or corrupt the information on the Platform, to analyze security conditions or to override security conditions or to break the authentication system, to install unauthorized software, or to use this system for purposes other than as set out herein are prohibited and shall be reported to the proper authorities for punishment.
- 6.9. Criminal activity shall be reported, and any evidence collected of such inappropriate activity shall be turned over to the proper authorities.

## **7. INTELLECTUAL PROPERTY RIGHTS**

- 7.1. The contents of this website and of any documents published herein are the property of EDP S.A. or of the entity(ies) identified on the website and are protected by both national and international laws.
- 7.2. These contents cannot be copied, modified, published, shared or sold, reproduced, circulated or presented or otherwise used to create derived content or to exploit gainfully any contents or documents published on this website, in whole or in part, save where previously authorized in writing by EDP S.A. or by the original author of the content or document.
- 7.3. Users acknowledge that the contents of this Platform are protected by intellectual property rights and undertakes not to infringe such rights.

## **8. PRIVACY AND PERSONAL DATA**

Considering the current Covid-19 pandemic declared by the World Health Organization on 11 March in 2020 still remains, EDP - Energias de Portugal, S.A. will be holding its Annual General Meeting remotely in real time, through an electronic platform (hereinafter, the "[Platform](#)").

Personal data will be collected and processed for such purpose in accordance with the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, hereinafter "GDPR") and Law 58/2019, of 8 August 2019, as follows:

Data subjects are advised to read this information on their personal data processing carefully before using the Platform.

Data subjects shall represent and warrant that they are of age and that the data provided are true, accurate, complete and updated, and will be held accountable for any misrepresentations. When providing third-party data, data subjects shall represent and warrant that they notified the relevant third party of the terms and conditions set forth in this document and that they secured the third party's authorization to provide the third party's data for the specified purposes.

This Privacy Policy must be read together with the Terms and Conditions of Use and the Cookie Policy.

### **8.1. Scope and Data Controller:**

Personal identification data (user's name and category) and contact details (telephone and e-mail address) collected shall be processed by EDP - Energias de Portugal, S.A. in connection with requests for registration and participation in the Annual General Meeting, and are also necessary to prepare the attendance list. Other personal data may be collected and processed while you use the Platform, such as any questions you may ask on the Platform or assistance and browsing data, where required during the Annual General Meeting.

The data controller is EDP - Energias de Portugal, S.A., registered with the Commercial Registry Office under unified taxpayer ID and registration number 500 697 256, with a share capital of 3.965.681.012.00 Euros, with registered offices at Avenida 24 de Julho, No 12, 1249-300 Lisboa, with telephone number +351 21 001 2834 and email address: [edp.ag@edp.com](mailto:edp.ag@edp.com), (hereinafter, "EDP S.A.").

The information above notwithstanding, be advised that GT - Get Together - For Extraordinary Events, Lda., with registered offices at Estrada da Batalha - Algar d'Água, 2495-405 Fátima, contact details +351 214 149 550 (hereinafter, "Get Together"), may process some of your personal data as an independent data controller for the purpose of managing the Platform, including the following:

- E-mail address;
- access code;
- user name;
- user category;
- IP;
- Web agent data.

## **8.2. Purposes and legal basis for the processing of personal data**

Personal identification data (user's name and category) and contact details (telephone and e-mail address) are processed by EDP S.A. for the purpose of registration and participation in the Annual General Meeting, as well as to prepare the attendance list, based on compliance with a statutory requirement as set forth in Article 6.1.(c) RGPD, read together with Articles 375 *et seq.* of the Companies Code (in particular Article 382 of the Companies Code and Article 14 of the Articles of Association).

Get Together will also process certain categories of personal data as an independent controller on the terms set forth above, for the purpose of managing the platform.

## **8.3. Recipients**

Personal data may be communicated to a suitable service provider retained by EDP S.A., who shall process the data solely and exclusively for the purposes established by EDP S.A. and according to the latter's instructions. In addition to acting as data controller pursuant to Paragraph 2 above, Get Together will act as EDP S.A.'s data processor, offering technical support, among other things, in connection with the Annual General Meeting.

Data may further be communicated to third parties if the transmission is required to comply with a statutory requirement, a resolution of the Comissão Nacional de Proteção de Dados (Portuguese Data Protection Commission) or of any other proper supervisory authorities, or a court order; or where the data are communicated to protect vital interests of the data subjects or any other legitimate purpose provided for by law.

## **8.4. Data transfers to third countries**

EDP S.A. shall process the data subjects' data only within the European Economic Area and does not anticipate any data transfers to third countries. Exceptionally, and if strictly necessary for holding the Annual General Meeting, limited data may be transferred to services used to support the management of the Platform (such as hosting and streaming services). In this case, the safeguards required by Chapter V of the GDPR shall be applied, namely by implementing standard contractual clauses.

## **8.5. Storage period**

EDP S.A. shall store the data subjects' personal data for a 10-year period pursuant to Article 40 of the Commercial Code, without prejudice to the controller being allowed to store the data beyond this period if required for purposes of defense in legal proceedings, or for a longer period for historical or statistical research purposes, in this case strictly for as long as indispensable, by implementing appropriate technical and organizational measures.

The User account on the Platform shall be deleted upon the adjournment of the Annual General Meeting, and any personal data associated to such account will also be deleted or anonymized.

### **8.6. Security Measures**

EDP S.A. endeavors to protect the Platform Users' personal data from unauthorized access. It uses security systems, rules and other procedures to ensure the protection of personal data, as well as to prevent unauthorized access to, improper use, disclosure, loss or destruction of the data.

It is, however, the Platform Users' responsibility to guarantee and ensure that the devices and equipment used to access the Platform are appropriately protected against damaging software, viruses and worms. EDP S.A. recommends that the data subjects keep their browser, operating system and antivirus software updated at all times.

### **8.7. Data subjects' rights**

Data subjects may at any time, under the applicable laws, request access to their personal data, as well as their rectification, erasure and restriction of processing, withdraw consent, request the portability of their data, or object to processing, provided that the relevant legal requirements are met.

Users have the following personal data protection-related rights under the applicable laws:

<b>Data Subject Rights</b>	
<b>Right of Access</b>	The right to confirm which personal data are being processed and obtain a copy of such data. The right to obtain the above copy shall be without prejudice to third-party rights and freedoms, including business secrets or intellectual property rights, particularly any copyrights protecting the software.
<b>Right to Rectification</b>	The right to request that any inaccurate data be rectified or that any incomplete personal data be completed.

<b>Data Subject Rights</b>	
<b>Right to Erasure</b>	The right to secure the erasure of your personal data. This right shall not apply if the processing is required to comply with any statutory requirements to which EDP S.A. may be subject.
<b>Right to Restriction of Processing</b>	The right to request the restriction of processing of your personal data by requesting that the processing be suspended or that the scope of processing of certain data categories or of processing purposes be restricted.
<b>Right to Portability</b>	The right to receive the personal data provided to EDP S.A. in a commonly used and machine-readable digital format and the right to transmit those data directly to any new controller, if the data processing is based on the data subject's consent or the performance of an agreement.
<b>Right to Object</b>	The right to object to the data processing, for instance in the event of data processing for the purpose of sending marketing communications or of targeted online advertising, based on EDP S.A.'s legitimate interests.

The User may contact EDP S.A. using the above contact details to exercise these rights.

The data subject is further entitled to lodge a complaint with the Comissão Nacional de Proteção de Dados (Portuguese Data Protection Commission) if he or she considers that his or her personal data have been breached.

For any questions regarding this information, data subjects can contact EDP's data protection officer (DPO) at: [dpo.pt@edp.com](mailto:dpo.pt@edp.com).

### **8.8. Changes to the Privacy Policy**

EDP S.A. reserves the right to change these personal data processing terms and conditions at any time. The changes shall be duly disclosed on the Platform and notified using the contact details provided by the data subjects.

## **9. COOKIE POLICY**

### **9.1. Introduction**

This Cookie Policy explains how we use the data we collect through cookies and other tracking technologies on this Platform (<https://edpgsm.golivedg.tv/>), which is operated by EDP - Energias de Portugal, S.A. ("EDP S.A.").

This Cookie Policy should be read together with our Privacy Policy, in which we explain how we protect your privacy when using cookies and other information.

For any questions regarding this Cookie Policy, you can contact EDP S.A. by calling us at +351 21 001 2834 or sending an email to : [edp.ag@edp.com](mailto:edp.ag@edp.com).

## 9.2. What are cookies?

Cookies are tiny information files stored by the websites you visit on the browser of the device with which you surf the internet (such as your computer or mobile phone). These files help the website memorize information about your visit and streamline your next visit: storing your actions and preferences for a certain period, storing or recognizing your username, the language in which you wish to browse the site or other settings.

Cookies can be classified according to several criteria.

Based on their purpose, cookies can be:

- (a) Strictly necessary cookies** – if the cookies are necessary to ensure the functioning of the website and/or the availability of features requested by the User, as well as to store their browsing preferences, whenever they so request and use the same device.
- (b) Personalization cookies** – these are accessory cookies (not necessary for the functioning of the website, although they can improve its performance) and their purpose is to personalize the User's browsing experience.
- (c) Analytics cookies** – these are accessory cookies that collect statistical information in order to help website owners analyze its usage and understand visitor engagement with the website. These cookies may also be used together with certain advertising cookies to quantify interactions with the advertisements presented on the website.
- (d) Advertising cookies** – these are accessory cookies that aim to make advertising more appealing to both Users and advertisers by offering advertisements that are relevant to the User, in order to improve reporting on campaign performance and avoid placing advertisements which the User has already seen or flagged as irrelevant.

Based on their life cycle, cookies can be:

- (e) Session cookies** – these are provisional cookies that are deleted from the cookie archive when or shortly after the User closes the browser or application used to access the Platform. These

cookies make it possible, for instance, to analyze web traffic patterns, allowing us to identify issues, improve security, and provide a better browsing experience.

**(f) Persistent cookies** – unlike session cookies, these cookies are not deleted when the User closes the browser or application and remain stored on the User's devices. They are used whenever the User visits the website again, allowing us, for instance, to personalize the browsing experience according to the User's interests and provide a more personal service.

Based on the entity that places them, cookies can be:

**(a) First-party cookies** – these cookies are sent to the User's device from equipment or domains managed by EDP S.A. that provide the service requested by the User.

**(b) Third-party cookies** – these cookies are sent to the User's device from a third-party equipment or domain over which EDP S.A. has no control. In such cases, the third party may process the data collected by the cookies and EDP S.A. may be unable to configure the cookies' operation.

### What are our cookies used for?

The EDP S.A. Platform only uses **Strictly Necessary Cookies**: For more detailed information on the features and use of our cookies (cookies used, data controller, cookie classification or category, description/purpose, duration and data sharing), please consult the **table below**:

Cookie	Data Controller	Category	Description	Duration	Access by or sharing with third parties
User_data	EDP S.A.	Strictly Necessary	Stores User's offline data. Key to the application's operation, including to identify the User and profile data.	While the platform is being used	No sharing with third parties
Congress_info	EDP S.A.	Strictly Necessary	Used to keep the customer permanently updated regarding the uploaded event information. Key to the application's performance.	While the platform is being used	No sharing with third parties

### 9.3. Should I accept the use of cookies?

In the case of strictly necessary cookies, the Platform cannot function without them. As for other types of cookies, it is up to the User to decide. According to the law in force, the Platform can only use

cookies upon the User's prior and explicit consent, unless the placement of certain cookies is strictly necessary to provide a service that has been explicitly requested by the User or to provide access to a given Platform feature.

#### **9.4. How can I manage my cookie preferences?**

Most browsers allow Users to control the cookies that are stored on their device and to delete them immediately if they no longer want to allow cookies to be stored on their device. Users can change their browser settings to block cookies or to be notified whenever a cookie is set:

- For more information on "Private Browsing" and managing cookies on Firefox, click [here](#);
- For more information on "Incognito Browsing" and managing cookies on Chrome, click [here](#);
- For more information on "Private Browsing" and managing cookies on Internet Explorer, click [here](#);
- For more information on "Private Browsing" and managing cookies on Microsoft Edge, click [here](#);
- For more information on "Private Browsing" and managing cookies on Safari, click [here](#);
- For more information on "Private Browsing" and managing cookies on Opera, click [here](#);

You should be aware that disabling cookies on your browser settings can have an impact on the functioning of the Platform, as the settings in most current browsers are not detailed enough to allow Users to disable all cookies that are not strictly necessary for the proper functioning of the websites they visit. On devices offering such features, Users can have greater control over their cookies by using free extensions available online.

#### **9.5. Changes to the Cookie Policy**

EDP S.A. may at any time change, expand or revoke this Cookie Policy in whole or in part, without prior notice and effective immediately. Any changes deemed relevant to Users will be immediately announced on the Platform, allowing them to access such information and, depending on the type of cookie in question, consent to its use.

### **10. DISPUTE RESOLUTION**

In the event of any claim arising from or in connection with the use of the Platform, please refer the claim to EDP S.A. using the above contact details (Paragraph 1). In the event of any dispute arising

from and/or in connection with the interpretation and/or the enforcement of these Terms and Conditions, the Lisbon District Courts shall have sole jurisdiction, with the express waiver of any others.

All rights reserved

Last updated on: 04/04/2022