TERMS AND CONDITIONS

1. Introduction

The WELPHI PLATFORM was developed and is managed by DECISION EYES, LDA, a software company based at Rua da Prata, nr. 80 - 1º, 1100-415 Lisbon, Portugal, registered under the NIPC 515123951 (hereafter "DECISION EYES").

The contractual relationship between users and DECISION EYES is based on these Terms and Conditions.

Access to and usage of the WELPHI PLATFORM are governed by these Terms and Conditions. The platform users (hereafter "USERS") must read these Terms and Conditions thoroughly if they choose to access or use the platform.

Should the USERS not read, understand or agree to any portion of these Terms and Conditions, they should refrain from accessing or using the platform and contact DECISION EYES for any clarifications.

DECISION EYES reserves the right to change these Terms and Conditions in whole or in part at any time. Any modification will be posted with prior notice at the WELPHI PLATFORM app and notified the Users.

Any question regarding these Terms and Conditions may submitted to DECISION EYES by email, to info@welphi.com.

2. Services

WELPHI PLATFORM is a software available at https://app.welphi.com/ (hereafter the "App") that provides a tool that allows the creation and customization of online questionnaires implementing the Delphi method in pursuit of consensus in decision making. These questionnaires enable the USER to collect information from the participants appointed by the USERS (hereafter "Participants). In accordance with the Delphi method, the App enables Participants to answer the questionnaires anonymously and to review their answers according to the answers of their fellow Participants in the process.

Please check the Privacy Policy below for more information on lawfulness of data processing.

For each Delphi processed created, USER can add one or more rounds in which participants'

preferences are collected.

Throughout this process, WELPHI PLATFORM automatically creates statistics on each round's results (percentage for each possible answer), and statistics on each Participant (percentage of the questionnaire answered in a certain round – the given answers remain anonymous). These statistics are made available to all Participants who will have the chance to view the results from previous rounds at the beginning of each round, as well as the comments given by the remaining Participants.

At the end of each round, the USER may choose whether certain portions of the questionnaire should be approved/rejected (by defining consensus rules based on the percentage of Participants' answers) or if they should be submitted to a new round of answers.

All the information inserted by the Participants by answering the questionnaires is given anonymously to the USER and to the other Participants.

3. Use of the WELPHI PLATFORM

Access to the WELPHI PLATFORM is only available to registered users, who must choose one of three plans available in the App at the time of subscription. The USER may opt for the Welphi Basic, Welphi Plus, or Welphi Premium services, as detailed in https://www.welphi.com/pricing.html.

Upon subscription of the services, an agreement is celebrated between DECISION EYES and the User, subject to these Terms and Conditions. Under these Terms, DECISION EYES undertakes to make access to the WELPHI PLATFORM available, upon monthly payments of the correspondent plan chosen by the USER (Subscription Term). The services shall be active for as long as the USER does not cancel them or until the moment failure to collect payments occurs.

The USERS are granted a 15 days free trial for unlimited use of the all resources at the WELPHI PLATFORM.

4. Payments, billing and cancellations

Billing and payments of services referent to the WELPHI PLATFORM are done directly in the App.

The use of the WELPHI PLATFORM is billed monthly (or yearly) and credit card payments are

automatically executed, one month (or one year) after the previous payment.

Cancelation of payments may be done at any time by USER and results in total cancelation of services and access to the WELPHI PLATFORM. The chosen usage plan can be changed or canceled at any time, but the changes will only be applied at the end of the current subscription period.

DECISION EYES does not grant refunds of payments already made.

For any questions regarding Payments, billing and cancellations, please contact us at support@welphi.com.

5. License.

Subject to the terms of these Terms and Conditions, and all other eventual conditions DECISION EYES and the USER may decide to entire into, DECISION EYES hereby grants USER a limited, non-exclusive, non-transferable license, without rights to sublicense, to use the WELPHI PLATFORM software during the Subscription Period, exclusively for (i) internal business purposes and (ii) external business purposes as long as the questionnaires are fully controlled and managed by the USER and these Terms and Conditions are complied with.

6. Intellectual/industrial property

The WELPHI PLATFORM, as well as all of its content (text, images, brands, logos, audio, code, etc.), are covered by intellectual/industrial property rights which belong to DECISION EYES or, otherwise, are provided with the consent of the respective holders.

DECISION EYES retains all right, title, and interest in and to its App and the WELPHI PLATFORM, and in all related copyrights, trade secrets, patents, trademarks, and any other intellectual and industrial property and proprietary rights, including registrations, applications, renewals, and extensions of such rights. All rights not expressly granted by DECISION EYES herein are reserved. Prior authorisation in writing from DECISION EYES must be obtained for the reproduction or use of all WELPHI PLATFORM, or of any content provided, outside of these Terms and Conditions.

7. Warranties

DECISION EYES represents and warrants that **(i)** DECISION EYES has all necessary rights to grant the licenses provided herein; (ii) the WELPHI PLATFORM shall operate in compliance applicable laws and regulations;

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

Without prejudice to the various mandatory legal provisions, DECISION EYES excludes any liability for damages arising, directly or indirectly, from access to and/or use of the WELPHI PLATFORM. If it is not legally possible to exclude the liability of DECISION EYES under these terms, the maximum cost will be the price paid by the USER to access the WELPHI PLATFORM.

8. User-Generated Content

All data and information USERS may post, upload, or otherwise contribute content to the Service (which may include, for example, pictures, text, messages, information, playlist titles, descriptions and compilations, and/or other types of content) (“User Content”). For the avoidance of doubt, “User Content” all information inserted into the WELPHI PLATFORM by the User.

The USER is solely responsible for the User Content inserted and managed into the WELPHI PLATFORM, as well as for all the uses made with User Content resulting from the questionnaires prepared in the Platform.

The functioning of WELPHI PLATFORM does not represent the provision of consulting services from DECISION EYES to the User.

DECISION EYES acknowledges and agrees that all Intellectual Property Rights in and to the User Content are owned by the USER. DECISION EYES shall not acquire any proprietary right, title or interest in or to any Intellectual Property Rights in User Content.

9. Links to external websites, apps and platforms

The WELPHI PLATFORM contains links to internet sites or applications/platforms maintained third-party sites, unrelated to DECISION EYES. These internet sites, applications or platforms

might be subject to different terms, conditions and privacy policies than those that regulate the WELPHI PLATFORM.

DECISION EYES is not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. For that reason, DECISION EYES is not responsible for any damage that results from USERS accessing those internet sites, applications or platforms.

10. Personal data protection

We treat all personal data provided to us via the WELPHI PLATFORM, or via access to this platform, according to our Privacy Policy, which is an integral part of these Terms and Conditions.

11. Applicable law

Access and use of the WELPHI PLATFORM, as well as any disputes arising from or in connection with these Terms and Conditions shall be governed by the Portuguese Law and referred to the competent Courts of Lisbon.

PRIVACY POLICY

1. General provisions

The **WELPHI PLATFORM** operations imply processing personal data, of both USERS and Participants interacting with the WELPHI PLATFORM.

This processing of personal data is carried out according to this Privacy Policy, which is an integral part of the Terms and Conditions and the GDPR - (General Data Protection Regulation), Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016.

Any question regarding this the processing of personal data by DECISION EYES may be asked by email, to info@welphi.com.

2. Data controller

The introduction of personal data of Participants in the WELPHI PLATFORM by the USER is necessary for the operability of the questionnaires. The USER is the data controller of the

Participants' personal data, to the extent that it is the responsible for determining the means and purpose of such data processing, and shall fulfil the obligations provided for data controllers under the GDPR towards the Participants. The processing of the Participants' personal data undertaken by DECISION EYES is done in the capacity of data processor, as the data processing activities are executed on behalf of the Users.

Notwithstanding the foregoing, DECISION EYES is the entity is responsible for the processing of personal data that USERS provide when using the **WELPHI PLATFORM** (data controller, as defined in the GDPR).

The USER is responsible for ensuring that Participants are duly informed and consent to the usage of their personal data (namely, their names and email addresses) through the **WELPHI PLATFORM**, before referring certain Participants to a questionnaire in our platform.

Participants are, nonetheless, informed about the provisions of this Privacy Policy by Decision Eyes, when interacting with the Platform.

3. Use of data

Users' personal data – name, email and password - will be processed solely to manage the contractual relationship between USERS and DECISION EYES (namely, billing purposes or other required communications), to allow USERS access and authentication into the WELPHI PLATFORM, to allow the management of the questionnaire responses (for example, to allow USERS to visualise the answers given in a certain round) and to provide USERS with USER support.

Participants' personal data is processed through the WELPHI PLATFORM for the purposes determined by the USER - namely, for the making of certain business decisions, or in case it is spontaneously provided by the Participant to the USER - and it is not managed by DECISION EYES. For this purpose, the Participants' personal data will be used to allow the management of their answers to the questionnaires, as well as the preparation of statistics regarding the questionnaires and the status of the Participants.

DECISION EYES, as data controller has taken technical and organisational measures necessary to ensure, for the processing concerned, that the GDPR is complied with.

For more information on the operation of the WELPHI PLATFORM (which may help to understand how and why personal data will be processed), please refer to the page: http://support.welphi.com.

No personal data of USERS or Participants will be shared with third parties, nor transferred to outside of the European Union.

4. DECISION EYES' Legitimacy for personal data processing

The processing of Users' personal data by DECISION EYES is based on their need for the implementation of the contract between USERS and DECISION EYES - namely, for billing purposes, sending necessary communications regarding services, allowing access to the **WELPHI PLATFORM** and to enable the management of questionnaire answers.

The handling of Participants' personal data by DECISION EYES will have to be based on their prior, free, specific, informed and unequivocal consent. Given that USERS are responsible for processing such data, they must ensure that they obtain this consent before indicating a Participant to a questionnaire, otherwise the processing of that Participant's personal data will be unlawful. The USER hereby assures the previous compliance with all legal obligations regarding a lawful use of the Participants' personal data inserted into the WELPHI PLATFORM.

5. Storage period

DECISION EYES stores User's personal data for as long as the USER registration is not cancelled upon the User's request or upon DECISION EYES' initiative (namely, if this Terms and Conditions are breached).

If there is no activity for more than 5 years, registration data from inactive USERS will be destroyed, and they would need to create a new account to access the WELPHI PLATFORM.

Regardless of the duration of the contractual relationship between DECISION EYES and the User, in case the USER has consented on receiving marketing communications from DECISION EYES, the name and email of such USER will be stored and used for this purpose until the USER cancels the reception of these communications.

6. Rights of USERS and Participants

Users may request DECISION EYES to access, rectify or erase their personal data, or ask for the restriction or blocking of the processing, at written request sent to info@welphi.com.

USER may also request the erasure of their data directly in the WELPHI PLATFORM.

Participants may exercise their rights regarding data protection by contacting the USER of the WELPHI PLATFORM with whom a contractual relationship was entered by both parties.

Identically, USERS and Participants may withdraw the provided consent for the processing of their personal data, which cannot be processed from that moment on. USERS may, at any time, cancel the USER registration, ceasing the use of **WELPHI PLATFORM**.

In any case any USER and Participant considers his/her rights have been damaged, he/she may lodge a complaint to the Comissão Nacional de Proteção de Dados, located at Rua de São Bento, n.º 148, 3.º, 1200-821 Lisboa, Portugal (https://www.cnpd.pt/), or to the local supervisory authority for data protection.