

General Terms and Conditions for the Issue and Use of the CP Card

These General Terms and Conditions govern the issue and use of the CP Card, as well as the processing of the respective Cardholder's personal data.

I. PURPOSE AND DEFINITIONS

1. Purpose

- 1.1. These General Terms and Conditions set out the rules applicable to the issue, use, renewal, replacement and cancellation of the CP Card.
- 1.2. The CP Card enables its Cardholder to use travel tickets and other CP services, provided that these can be loaded onto or linked to the Card, in accordance with the conditions applicable to each ticket or service.
- 1.3. These General Terms and Conditions are available at www.cp.pt.

2. Definitions

For the purposes of these General Terms and Conditions, the following definitions apply:

CP Card – a personalised, personal and transferable-only-to-the-named-Cardholder card that CP issues in the Cardholder's name, intended for the use of tickets and services provided by CP. The CP Card may exist in physical, digital or both formats.

General Terms and Conditions – these general terms and conditions govern the issue and use of the CP Card, including any amendments and additions that may be made.

Application – a request for the issue or renewal of the CP Card completed by the Cardholder, their legal representative, or an authorised third party holding a legal document for this purpose (a power of attorney granting such authority or a court order including the power of representation), via the CP website, cp.pt, or pre-completed by a CP employee at the ticket office or via another channel made available by CP, regardless of the type of medium used for the purpose of issuing the Card.

Cardholder – the individual identified on the Application Form in whose name the CP Card is issued and personalised.

Travel Ticket – a valid ticket that allows the Cardholder to make a journey or use a CP transport service, under the conditions set out for that ticket.

Profile – status/category assigned to the Cardholder and linked to the CP Card, determined on the basis of meeting certain requirements, which entitles the Cardholder to discounts, free travel or other special conditions.

3. General rules

- 3.1. The conditions applicable to each travel ticket or service are those in force at the time of purchase and use, available on the website or via another channel provided by CP.
- 3.2. Should any provision of these General Terms and Conditions be deemed null and void, invalid, ineffective or unenforceable, the remaining provisions shall remain fully valid.

II. ISSUE AND VALIDITY OF THE CARD

4. Issue

- 4.1. CP issues the CP Card upon submission of a duly completed Application Form and following validation of the data and documents required for its issue, in accordance with the provisions of clause 22 of these Conditions
- 4.2. The Cardholder is responsible for ensuring that the details provided to CP are true, accurate and up to date.
- 4.3. The Card is issued upon payment of the applicable fee, where due.
- 4.4. CP may issue the Card only when the necessary requirements for its issue are met, and no impediments arise from applicable legislation or these General Terms and Conditions.

5. Cardholders

- 5.1. Portuguese citizens, citizens of other European Union Member States, and citizens of third countries who meet the applicable requirements may apply for the CP Card.
- 5.2. CP defines and publishes the requirements and documentation necessary for issuing the Card on its official channels; these may vary depending on nationality, age, the requested profile, or the type of travel ticket sought.
- 5.3. CP may request additional documents whenever necessary to confirm the cardholder's identity or their entitlement to a particular profile, discount, free travel or special condition.

6. Minors and persons under legal representation

- 6.1. Where the Cardholder is under 16 (sixteen) years of age or is subject to legal representation or a supervision order, namely the 'accompanied minor' scheme, the representative must submit the Application, in accordance with the applicable legislation and the procedures defined by CP.
- 6.2. The representative must provide the necessary documents to prove their identity and the capacity in which they are acting.

7. Validity

- 7.1. The CP Card remains valid until the date indicated on the Card.
- 7.2. After the Card expires, users can load new tickets onto it only if the ticket allows this.
- 7.3. Tickets purchased before the Card's expiry date may remain valid after that date, provided the terms and conditions of the relevant ticket allow this.
- 7.4. Where applicable, the Cardholder may request the transfer of tickets that are still valid to a new Card or medium, in accordance with the conditions set by CP.

8. Contract

- 8.1. By submitting the Application, the Cardholder expresses their intention to enter into a contract with CP in accordance with these General Terms and Conditions.
- 8.2. The parties conclude the contract, and it takes effect when CP issues the Card, at which point CP creates a CP account for the Cardholder.
- 8.3. The contract remains in force for the duration of the Card's validity, subject to the circumstances leading to termination set out in these General Terms and Conditions.
- 8.4. The Cardholder may request termination of the contract at any time, via the channels provided by CP, accompanied by the return of the physical Card at ticket offices or Customer Assistance Centres, if they have one.
- 8.5. Termination of the contract leaves any obligations or liabilities arising from previous use of the Card unchanged.

III. USE OF THE CARD

9. Personal use

- 9.1. The CP Card is personal and non-transferable and may only be used by the respective Cardholder.
- 9.2. The Cardholder must not transfer, sell, lend, or allow third parties to use the Card.

- 9.3. The Cardholder must use the Card in accordance with these General Terms and Conditions, the terms and conditions applicable to the stored value, and the legislation in force.
- 9.4. The Cardholder must use the Card in a legal and responsible manner.

10. Travel tickets and services

- 10.1. The CP Card can be loaded with CP tickets and services.
- 10.2. Whether a particular ticket can be loaded depends on the characteristics of the Card, the ticket itself and the conditions in force at any given time.
- 10.3. The conditions of use, validity, geographical area, price, discounts, validation requirements and other rules applicable to each ticket are as defined by CP and the applicable legislation.
- 10.4. CP's information channels provide up-to-date information on the tickets that can be loaded onto the CP Card.

11. Validation

- 11.1. Whenever validation is mandatory, the travel ticket or service ticket may only be used after the passenger has successfully validated it, in accordance with the procedures defined by CP.
- 11.2. Only after successful validation does the Cardholder possess conclusive proof of a valid ticket for the intended journey or service.
- 11.3. If the Cardholder does not complete validation or if the ticket's validity period has expired, the Cardholder may be regarded as a passenger without a valid ticket, in accordance with the applicable legislation.

12. Inspection

- 12.1. The Cardholder must present the CP Card to CP staff or to persons duly authorised for the purposes of inspection, whenever requested.
- 12.2. Where necessary, the Cardholder must also present a valid identity document to confirm their identity.
- 12.3. The lack of a valid ticket, the use of the Card by a person other than the Cardholder, or the misuse of the Card may result in its seizure, retention, deactivation or inclusion on a list of unauthorised cards, without prejudice to any other consequences provided for in the applicable legislation.

13. Care of the physical Card

- 13.1. The Cardholder is responsible for the proper care and use of the physical Card.
- 13.2. Keep the Card flat, intact, and free from perforations, scratches, or conditions that could impair its functioning.
- 13.3. Keep the Card free of stickers, films, or other details that might conceal or alter its details or personalisation.
- 13.4. The Card is covered by a two-year warranty from the date of issue. During the statutory warranty period, CP will replace free of charge any Card that ceases to function for reasons not attributable to the Cardholder.
- 13.5. If the fault results from improper use or damage attributable to the Cardholder, the Cardholder bears the replacement costs.

14. Theft, robbery, or loss

- 14.1. In the event of theft, robbery, or loss of the physical Card, the Cardholder must report the situation to CP as soon as possible, either at a CP Customer Assistance Office or a CP customer service point, by completing and submitting the relevant Request Form.
- 14.2. Following notification, CP will deactivate the Card and add it to the list of unauthorised cards.
- 14.3. If the Card is later recovered, the Cardholder may request its reactivation, provided this is possible and in accordance with the procedures defined by CP.
- 14.4. The loss, misplacement, or theft of the Card entitles the Cardholder to compensation or a free replacement only when the circumstances meet the criteria set by CP.
- 14.5. Tickets that are still valid may be transferred to a new card, where permitted by the relevant terms and conditions.

15. Replacement and retention

- 15.1. CP may replace the Card whenever necessary for technical, security, system upgrade or other duly justified reasons.
- 15.2. CP may seize, withhold, or deactivate the Card in the event of misuse, fraudulent or unlawful use, an attempt to use an invalid ticket, or in any other cases provided for in these General Terms and Conditions or in the applicable legislation.
- 15.3. CP may issue a new Card once any situations attributable to the Cardholder have been resolved, in accordance with the law.

IV. COMMUNICATIONS WITHIN THE SCOPE OF THE CONTRACTUAL RELATIONSHIP

16. Email

- 16.1. The email address provided by the Cardholder is a key detail of the contractual relationship with CP and the primary means of communication between CP and the Cardholder in relation to the management of the CP Card.
- 16.2. The Cardholder must provide a valid email address and keep it up to date for the duration of the contract.
- 16.3. CP may use the email address provided by the Cardholder for communications relating to the management and use of the CP Card, including information about the Card, tickets purchased, validity, relevant changes, payments, the Cardholder's obligations and other matters relating to the contractual relationship.
- 16.4. The communications referred to in the previous paragraph are independent of the Cardholder's preferences regarding marketing or customer information communications, where they are based on the performance of the contract, compliance with legal obligations or the exercise of functions in the public interest.
- 16.5. The Cardholder must ensure that the email address provided to CP is correct and up to date, and that they are able to receive communications sent to that address.
- 16.6. Where necessary, CP may use other means of contact provided by the Data Subject or provided for in the applicable legislation.

V. PERSONAL DATA

17. Data controller

- 17.1. **CP – Comboios de Portugal, E.P.E.** is responsible for processing the personal data collected in connection with the issue and use of the CP Card.
- 17.2. CP processes personal data in accordance with the General Data Protection Regulation, Law No. 58/2019 and other applicable legislation.
- 17.3. CP may engage entities to provide services on its behalf which, in the course of those services, may process personal data; CP ensures that such processing is carried out in accordance with the applicable legal provisions.

18. Purposes and legal basis for processing

- 18.1. The personal data required for the issue and use of the CP Card is processed, in particular, for the following purposes:
 - a) issuing, personalising, renewing and managing the Card;
 - b) managing the contractual relationship between CP and the Cardholder;
 - c) managing the CP Customer account;
 - d) purchase, top-up, use and management of travel tickets and services associated with the Card;
 - e) compliance with legal and regulatory obligations;

- f) monitoring and prevention of misuse or fraud;
 - g) handling of requests, complaints and other interactions between the Cardholder and CP;
 - h) provision of information relating to the Card, tickets purchased and CP services;
 - i) exercising or defending rights in administrative, judicial or extrajudicial proceedings;
 - j) carrying out studies and analyses necessary for the management, improvement and planning of CP's services, to the extent permitted by law.
- 18.2. The processing of data necessary for the purposes set out in the previous paragraph is based, depending on the purpose, on the performance of the contract, compliance with legal obligations and the performance of tasks carried out in the public interest, in accordance with Article 6 of the GDPR.
- 18.3. Where the Data Subject gives their consent for these purposes via the CP Card Application Form, CP may also process their personal data to send information on changes to services, prices, sales channels and services; to send satisfaction inquiries and market research; to send direct marketing communications; and to undertake profiling and personalisation of communications, in accordance with the terms and conditions set out in the relevant consent form.
- 18.4. The Data Subject may withdraw consent at any time, and the lawfulness of any processing carried out on the basis of previously given consent remains unaffected; to do so, please send an email to protecaodado@cp.pt.

19. Data Subject's Rights

- 19.1. The Data Subject may exercise, in accordance with the applicable legal provisions, their rights of access, rectification, erasure, restriction of processing, objection and data portability.
- 19.2. The Data Subject may exercise these rights through the channels that CP makes available or by sending a communication to CP's Data Protection Officer at the email address protecaodado@cp.pt.
- 19.3. Should the Data Subject consider that their rights are not being respected, they may also lodge a complaint with the National Data Protection Commission ("CNPD").
- 19.4. Further information on the processing of personal data is available in CP's Privacy Policy at www.cp.pt.

20. Data retention

- 20.1. CP retains personal data for the period necessary to fulfil the purposes for which it was collected and, where applicable, for any additional periods required by law or necessary for the exercise or defence of rights.
- 20.2. Personal data processed on the basis of consent as referred to in point 18.3 above is retained for as long as consent remains valid, while also complying with other legally applicable retention periods.

VI. PROFILES

21. Profiles, discounts and special conditions

- 21.1. The CP Card may be linked to profiles that entitle the Cardholder to discounts, free benefits or other special conditions.
- 21.2. The allocation of a profile depends on compliance with the requirements set out for that purpose and on the submission of the necessary supporting documents.
- 21.3. The conditions applicable to each profile may be amended in accordance with the legislation, regulations or conditions applicable to the respective entitlements or benefits.

The Card may carry a special profile with a validity period that differs from the Card's own validity period; in such cases, the Cardholder must renew the profile in accordance with the relevant conditions. The special profile remains within the Card's validity period.

VII. FINAL PROVISIONS

22. Documentation

- 22.1. CP publishes the documentation required for the issue, renewal or amendment of the CP Card on its official channels, and it may vary depending on the Cardholder's profile and the Card requested.
- 22.2. CP may request additional documents whenever necessary to confirm the Cardholder's identity, their circumstances or their entitlement to a particular ticket, profile or special condition.

23. Updating details

- 23.1. The Cardholder must keep their personal and contact details up to date as required for the management of their relationship with CP, in particular their email address.
- 23.2. The Cardholder may update data through the channels that CP makes available for this purpose.
- 23.3. CP will use the most recent contact details provided by the Data Subject and recorded in its systems for any communications addressed to them.
- 23.4. CP is liable only when communications are not received due to correct and up-to-date details provided by the Data Subject and when postal or electronic communications service providers operate without fault.

24. Amendments to the General Terms and Conditions

- 24.1. CP may amend these General Terms and Conditions whenever necessary, in particular as a result of changes in the law, regulations, contracts, technology or the range of services offered.
- 24.2. CP will publish any amendments on its official channels, and they will take effect on the date specified in the relevant notice.
- 24.3. Where required by law, the Cardholder will receive advance notice of the amendments and may exercise the right to terminate the contract in accordance with the terms set out in the legislation.

25. Prevalence

- 25.1. In the event of any discrepancy between these General Terms and Conditions and information provided for guidance only via CP's channels, these General Terms and Conditions shall prevail, preserving the specific conditions applicable to each ticket or service.
- 25.2. The specific conditions of each ticket shall prevail with regard to the rules specific to that ticket, namely price, validity, route, use, booking and conditions for exchange or refund.

26. Dispute resolution and applicable law

- 26.1. These General Terms and Conditions are governed by Portuguese law.
- 26.2. In the event of a dispute, the Cardholder may refer the matter to the legally competent alternative dispute resolution bodies for consumer disputes, where applicable, or to the competent courts in accordance with the legislation in force.

CP's official channels provide up-to-date information on the alternative dispute resolution mechanisms applicable to CP.