General Terms and Conditions of Use of the CP Card

These General Conditions govern the terms and conditions for issuing and using the CP Card, as well as the terms and conditions for processing the Cardholder's personal data.

DEFINITIONS AND INTERPRETATION

1. In these General Conditions, whenever capitalised, and unless the context clearly indicates otherwise, the terms listed below shall have the meanings set out below:
   Card: The CP Card is a personalised, non-transferable customer identification card issued by CP in the name of the Cardholder, intended exclusively for use within the scope of CP services. There are two versions, digital and physical, the latter equipped with contactless technology. The cardholder may have both versions, as they are not mutually exclusive.
   General Conditions: These General Conditions for the issue and use of the Card, including any changes and/or additions that may be made to them as a result of contractual or legal changes.
   Application: The application is completed by the Cardholder, their legal representative, or an authorised third party with legal documentation for this purpose (power of attorney for this purpose or court decision including power of representation), via the CP website, cp.pt, or pre-filled by a CP Employee at a ticket office, regardless of the type of medium used for this purpose, for the issuance of the Card in its physical or digital form.
   Cardholder: The natural person identified in the Application and to whom the requested Card is issued and personalised, upon payment of the respective fee for its issue and personalisation.
2. The titles of the Clauses of these General Conditions are included for reasons of convenience only and do not constitute support for their interpretation or integration.
3. The above expressions, defined in the singular, may be used in the plural, and vice versa, with the corresponding change in meaning.
4. If any provision of these General Conditions is deemed null and void or in any way considered invalid, ineffective or unenforceable by a competent authority, such nullity, ineffectiveness or unenforceability shall not affect the validity of the remaining provisions.
5. Unless the context otherwise requires, any reference in the General Conditions to a legal or contractual provision includes any amendments to which it has been and/or may be subject.

GENERAL TERMS AND CONDITIONS OF THE CARD

1. **Exclusivity**. The Card is personalised, personal and non-transferable, issued in the name and for the exclusive use of the Holder, after completion and delivery of the Application.
2. **Services**. The Card provides access to regular transport services and other mobility services provided by partners, provided that it has been previously loaded with a valid ticket or other valid pass for this purpose and recognised as such by the respective service provider.
   2.1. Each Card may be associated with a user profile that defines special conditions of use and/or purchase of tickets and/or services.
      2.1.1. For holders of only the digital version of the Card, customer profiles whose attribution depends on the presentation of supporting documents are excluded.
   3.2 It is the sole responsibility of the Cardholder to verify the conditions of use of their ticket and Card.
3. **Validity**. The Card's expiry date is the date shown on the Card, and no transport tickets may be loaded after the last day of the month of validity mentioned on it.
   3.1. Although it is not possible to load tickets after the Card's expiry date, the Holder may use tickets purchased up to that date and whose validity extends beyond the respective expiry date.
   3.2. In the case of physical cards and tickets purchased before the end of the expiry date that have not been fully used, the Cardholder may request the transfer of these tickets to a new medium.
4. **Contract**. By completing and submitting the Application, the Holder expresses their intention to enter into a contract with CP, under the terms and conditions set out in the General Conditions. Upon issuance of the respective Card, this contract is deemed to have been accepted by CP, becoming valid and effective, allowing the Cardholder to use the Card from that moment onwards until its expiry date.
   Either Party may terminate this contract at any time by giving written notice to the other Party.
   4.1. The term of the contract between the Cardholder and CP corresponds to the Card's expiry date, except in the situations provided for in Clause 4 and without prejudice to the conditions of early termination of the contract provided for in the following paragraphs.
   4.2. If CP initiates the termination, it shall only take effect on the first day of the month following the date of written notification to the Cardholder, via the address or email address given on the Application or subsequently indicated by the Cardholder, unless the termination is based on the Cardholder's failure to comply with any obligations assumed towards CP arising from the use of the Card, as well as in cases of seizure, retention or placement of the Card on a list of unauthorised cards ("blacklist"). In these cases, the termination shall take effect immediately upon notification.
   4.3. Termination of the contract at the initiative of the Cardholder must be made by written notification from the Cardholder to CP, at a CP Customer Assistance Office or another CP customer service point, accompanied by the return of the physical Card, if they have one, taking effect from that date.
   4.4. In the event of termination of the contract with CP, regardless of the cause, the Cardholder must immediately return the physical Card, if they have one, to one of the CP Customer Assistance Offices or another CP customer service point.
   4.5. Termination of the contract with CP does not exempt the Cardholder from any obligations or responsibilities arising from the use of the Card.
5. **Minors and incapacitated persons**. If the Cardholder is under 16 (sixteen) years of age, the Application must be completed and signed by the respective guardian, under oath, and the guardian's and the minor's identification documents must be presented at the time of delivery of the Application.
   5.1. If the Cardholder is legally incapacitated, disabled or has any other status of incapacity, namely that of an accompanied adult, other than that provided for in the previous paragraph, the Application must be completed and signed by their legal representative, and upon submission of the Application, their identification documents must be presented, as well as a simple copy of the judicial or administrative decision granting such legal representation.

TERMS OF USE OF THE CARD

6. **Transport Ticket**. The conditions for using the Card as a Transport Ticket and the respective penalties are defined by CP's General Conditions of Carriage and applicable legislation.
7. **Other Tickets/Services**. If the Card is used for purposes other than CP Public Transport, it must be loaded with the ticket or contract for the required service, as defined by CP or the service provider.
8. **Inspection**. The CP Card in its digital or physical version must be presented to CP employees, or those authorised by CP, whenever they request it in compliance with their rights of sale or inspection or for any other justified reason; failure to do so will result in the Cardholder being considered, for all purposes, as a passenger without a valid ticket, under the terms determined by applicable legislation.

8.1. The lack of a valid ticket, the presentation of an invalid ticket or the refusal to present a ticket is punishable under the terms of the legislation in force. A valid ticket is considered to be one that is in a condition that allows the identity of the holder or its validity to be verified, and a ticket that has been validated, where required.

8.2. The CP Digital Card is only valid if it can be presented on the holder's mobile phone. It is the holder's responsibility to say that the mobile phone is operational throughout the journey.

8.2.1. The tickets available for loading and inspection on this type of card should be consulted at cp.pt.

9. **Card Return**. CP may require the return of the physical Card or capture the digital card or retain it for security reasons, due to unlawful or inappropriate use by the Cardholder or attempted use of an invalid Card, as well as other cases provided for in these General Conditions or in applicable legislation. The Cardholder acknowledges the possibility of being refused the issue of a new Card while any infringement committed by themselves or by a third party, with their consent, remains unresolved with CP.

10. **Use of the Card**. The Cardholder may only use the Card for contractual or legally permissible purposes. The Cardholder may not use the Card in violation of the General Conditions, applicable national and Community legislation, namely illegally or fraudulently or for any other illegal or fraudulent purpose or effect, and undertakes to refrain from any direct or indirect behaviour or act that constitutes or may constitute abusive and fraudulent use or exploitation of the Card, for their own benefit or that of third parties.

10.1. The casual or forced failure to use the Card by its Cardholder, even if due to seizure, does not entitle the Cardholder or third parties to claim any compensation from CP, including the total or partial value of the tickets on it, even in cases where the reason for the seizure is related to another ticket on the same Card.

10.2. The use of the Card by third parties is prohibited.

11. **Card validation**. The Card may only be used as a ticket or pass after prior validation, when required, under the terms defined by CP, for the journey or service that the Cardholder intends to make. The act of validation shall only be considered to have been carried out if duly indicated as such by the respective validation equipment, namely through the opening of the access doors, audible or light signals, or, in its digital form, through the correct reading of the QR code indicating that the validation operation has been completed. The digital version of the CP Card can only be validated on board by correctly scanning the QR code, indicating that the validation operation has been completed.

11.1. In cases where the ticket has not been validated, when required, or where validation has been unsuccessful, due to the Cardholder's responsibility, or in cases where the temporal or geographical validity of the journey or validated service has been exceeded, the Cardholder will be considered as not having a valid ticket for all contractual or legal purposes. Mere possession of the Card does not constitute any right to transport, service, or proof of the existence of such a right.

12. **Preservation of the physical Card**. The Cardholder is solely responsible for the preservation and correct use of the physical Card.

12.1. To ensure the preservation of the Card, the Cardholder undertakes to make prudent and careful use of it, not subjecting it to any potentially harmful acts, such as twisting or bending the Card, sticking or removing other products that do not correspond to a complementary means of electronic registration, or subjecting the Card to high or low temperatures, electrical or electromagnetic effects, scratching or high levels of humidity.

12.2. The Card has a warranty period of two (2) years from the date of issue. During the warranty period, CP undertakes to replace free of charge any Cards that cease to function due to a fault not attributable to the Cardholder.

12.3. For the previous paragraph, a Card that no longer works but does not show any visible damage, such as cracks, cuts, a totally or partially detached chip, bends or other signs of misuse, is considered faulty.

12.4. In cases where the Card shows visible damage, such as cracks, cuts, a chip that is totally or partially detached, bends, or other signs of misuse, the replacement costs shall be borne by the Cardholder, even if the Card is still within the warranty period.

13. **Theft, robbery or loss of the physical card**. In the event of theft, robbery or loss of the physical Card, the Cardholder must immediately report this to CP, at a CP Customer Assistance Office or a CP customer service point, requesting, by completing and submitting the appropriate Request form, that the Card be deactivated by placing it on a blacklist as soon as possible. The Cardholder must present their identification document.

13.1. After reporting the theft, robbery or loss of the Card and its blacklisting, unless otherwise indicated, if the Cardholder recovers the Card, they may request its reactivation by completing and submitting a Request form (Card Reactivation option) at a CP Customer Assistance Office or CP customer service point.

13.2. The loss, misplacement or request for reuse of the Card shall not entitle the Cardholder to any compensation, indemnity or free replacement.

13.3. The Customer may request the transfer of loaded tickets that are still valid for use to a new card, except as provided for in the previous paragraph.

14. **Card Replacement**. CP may replace the Card at any time.

PROCESSING OF PERSONAL DATA

15. CP – Comboios de Portugal, E.P.E. ("CP"), with corporate tax number 500 498 601, headquartered at Calçada do Duque, 14, 16, 18 e 20, 1249-109 Lisbon, in its capacity as Data Controller, will process personal data collected in this Request, in accordance with the applicable legislation on personal data protection, including the General Data Protection Regulation ("GDPR") and Law No. 58/2019 of 8 August.

16. The personal data provided by completing this Request is essential for the conclusion, execution and management of the contractual relationship with the Data Subject, including for the management of the CP Customer account, for the fulfilment of CP's legal obligations and for purposes of public interest, in accordance with points b), c) and e) of Article 6(1) of the GDPR.

17. Additionally, if the Data Subject gives their consent, CP will process personal data for direct marketing and profiling purposes, pursuant to Article 6(1)(a) of the GDPR. Under Article 22 of the GDPR, whenever profiling is carried out, CP will apply appropriate measures to safeguard the rights and freedoms and legitimate interests of the Data Subject. The Data Subject has the right to withdraw their consent at any time, but this will not compromise the lawfulness of the processing of personal data carried out based on the consent previously given.

18. The Data Controller ensures the Data Subject's rights provided for in the GDPR, namely the right of access, rectification or erasure of personal data concerning them and, where applicable, the right to object, restrict processing and data portability. To exercise these rights, send a written communication to CP's Data Protection Officer. The Data Subject may exercise their rights or obtain clarification regarding the processing of their personal data from CP's Data Protection Officer via the CP website, cp.pt (Contacts page), by post to the address of the Data Controller or by sending an email to protecaodado@cp.pt. If the Data Subject considers that their rights are not being respected, they may also complain to the National Data Protection Commission ("CNPD", the National Supervisory Authority).

19. Personal data will be kept for the period necessary to fulfil the purposes described, namely during the term of the contract between the Data Subject and the Data Controller and for 10 (ten) years after the end of the agreement, to comply with the provisions of Article 40 of the Commercial Code and Article 19(1) of Decree-Law No. 28/2019 of 15 February. Personal data based on the consent of the Data Subject will be kept for as long as the Data Subject maintains their consent for the purposes indicated above.

20. More information about the processing of personal data carried out by CP in its Privacy Policy is available at https://www.cp.pt/institucional/pt/politica-de-privacidade.

GENERAL PROVISIONS

23. **Notifications and Communications**.
    - 23.1. The Data Subject undertakes to request, by completing a new Request, the updating of their data, whenever justified, namely in the event of a change of address or contact details. with the associated costs
    - 23.2. For communications or notifications to the Cardholder, the means of contact they gave in their last interaction with CP will be considered, whether it was their last CP Card request, registration or update of data in the myCP area or exercise of the right to object (available in all communications sent by CP and email), which at each previous moment will be entered and updated in the CP Customer Database.
    - 23.3. CP shall not be liable for the loss, misplacement or non-receipt of correspondence (namely, notification of infringements, information on amounts owed, sending of statements) due to data being out of date or incorrect for reasons attributable to the Cardholder, or for reasons attributable to the postal services or the electronic communications service provider, as applicable.
    - 23.4. Unless otherwise provided for in these General Conditions, communications or notifications from the Cardholder to CP may be made in person at a CP Customer Assistance Office or other CP customer service point.
24. **Issuance of Cards with Special Profiles**. The Card may be issued with a special profile that entitles the holder to discounts or other special accessibility conditions. The conditions for requesting and assigning special profiles, as well as for their use and discounts, must be verified and confirmed with CP. The conditions may be changed at any time.
    - 24.1. A Card with a special profile may be granted for a period different from the Card's validity period, and the Cardholder must renew this profile in accordance with the respective conditions. Under no circumstances may the duration of the special profile exceed the Card's validity period.
    - 24.2. In the case of Cardholders who only have a digital format Card, it will only be possible to load profiles that do not require the presentation of supporting documents.
25. **Documents**. To apply for or renew the CP Card, you must:
    - 25.1. Via the CP website, cp.pt: Digital Mobile Key. The application is filled in automatically, including a photograph of your Citizen Card or Residence Permit.
    - 25.2. Through CP ticket offices: one of the following documents must be presented:
      - Portuguese Citizen Card / Portuguese Identity Card / Portuguese Passport
      - Residence Permit (card issued by AIMA).
      - Certificate of Residence, which may be:
        - Certificate of Tax Domicile (Finance Portal);
        - European Union Citizen Registration Certificate;
        - Certificate issued by the Parish Council.
      - 25.2.1. When presenting a Certificate of Residence, you must also provide official identification and a recent colour passport-type photograph with a plain background. Your head must be uncovered, and you must not wear sunglasses, except in specific situations that are duly justified and accepted by the CP as a valid reason.
    - 25.3. In the event of card renewal, a new photograph may be requested.
      - 25.3.1. Other identification documents may only be considered if they are accepted as such by the Portuguese authorities. Driving licences, bank cards or tax identification cards are not accepted as identification documents.
      - 25.3.2. If the Cardholder's tax identification number does not appear on their identification document, their taxpayer card must also be presented, particularly if the granting of a special condition depends on its presentation.
      - 25.3.3. If the Cardholder is under 16 (sixteen) years of age, legally incapacitated, disabled or subject to another degree of incapacity, namely that of an accompanied adult, their legal representative must present their own identification document, as well as that of the person they represent, and a document proving their status as legal representative. If the Cardholder is over sixteen (16) years of age, it will suffice to present an identification document stating their family relationship.
      - 25.3.4. In cases where the Cardholder wishes to obtain a Card with a special profile, additional documentation specific to the profile in question may be requested.
26. **Amendment of the General Conditions**. CP reserves the right to amend these General Conditions for the issue and use of the Card at any time by publishing them on the CP website, cp.pt, by posting notices at points of sale or by any other means of contact indicated by the Cardholder in the Application, with effect from the first day of the month following the announcement of the amendments.
    - 26.1. If the Cardholder does not terminate the contract within 15 (fifteen) days of the new General Conditions of the Card coming into force, they shall be deemed to have fully accepted them.
27. **Alternative Dispute Resolution (ADR) and Applicable Law.** In compliance with the provisions of Article 18 of Law No. 144/2015 of 8 September, there are Alternative Dispute Resolution Entities for Consumer Disputes throughout Portugal to settle disputes, which are registered in the list of ADR entities of the Directorate-General for Consumers, available at www.consumidor.pt.
    - 27.1. For the previous paragraph, CP states that it is not a user of, nor is it bound by, any Alternative Dispute Resolution Entity for Consumer Disputes. In the event of a dispute, the Cardholder must resort to the competent courts, in accordance with the provisions of the following paragraph.
    - 27.2. The General Conditions are subject to Portuguese law. For the assessment of all matters relating to the General Conditions, the courts of the districts of Lisbon, Porto, or the Cardholder's domicile in Portugal are established as alternative venues, with express waiver of any other venue.