



CODE OF CONDUCT

“Confio.pt”



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Preface

Given the relevance and sensitive nature of the issues covered by electronic commerce, this area should not only be regulated by the current legal framework. An additional level of regulation, focused on ethical and deontological aspects, should be adopted as a means of reinforcing the need for an essential set of rules and principles that guide the sector and encourage the application of international and domestic best practices in electronic commerce and related areas. The legal framework for Electronic Commerce (Decree Law nr. 7/2004 dated 7 January later updated by law nr.46/2012 dated 29 August) itself recommends in Chapter VII the adoption of Codes of Conduct in line with the program guidelines set out by the community legislator in article 16 of the 2000/31/CE Directive (“Electronic Commerce Directive”).

The present Code of Conduct hereby establishes a set of rules and best practices for electronic commerce, accepted by all subscribing professionals and entities. These rules and best practices are of mandatory application to all actions and contracts within the Confio Trustmark accreditation process and in respect of all online commercial relationships between subscribing professionals and consumers.”

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Chapter I – General Considerations

Article 1

Scope

1. The present Code of Conduct is applicable to contracts established at a distance between a subscribing Professional and a Consumer, with neither of them being physically present, and within the context of an online transaction of goods or services using the Professional's website.
2. The Code of Conduct is not applicable to:
 - a. transactional financial websites, namely related with investment, insurance and reinsurance services, banking services and pension fund related operations;
 - b. gambling and betting websites, including lottery, bingo and casino gambling and betting house activities; services related with deferred operations and options;
 - c. healthcare and pharmaceutical commerce websites;
 - d. construction, substantial reconstruction, and other real estate property transaction websites excluding rental operations;
3. The Code of Conduct is applicable to online auction contracts as long as the Professional has adhered to the Code and the buyer is a consumer;
4. The Code of Conduct may also be applied, subject to some adjustments, to contracts relating to non-tradeable goods.

Article 2

Definitions

For the purpose of interpreting and applying the present Code, the following definitions apply:

- a) «Accreditation» - the process whereby a website is audited and certified to evaluate compliance with the terms and conditions set out in the present Code of Conduct and respective appendixes;
- b) «Good» - the tangible or intangible asset, including digital content (digitally produced and supplied data such as programs and computer apps, games, songs, videos or text, irrespective of whether content is streamed or downloaded from a physical or any other kind of platform) and that is the object of a transaction;
- c) «Electronic Commerce» - online commercialization of goods and services between a professional and a consumer, whereby the transaction is done over computers or other electronic devices, supported by computer networks and in which payment and delivery may or may not be executed electronically;
- d) «Consumer» - the person to whom the goods or services are supplied or rights are transferred, for non-professional use, by someone that practices a professional activity in exchange for some form of benefit;
- e) «Personal data» - information of any nature and irrespective of its format, including sound and image, relating to an identified or unidentified individual («owner of the data»); An identified person is someone that can be identified

- through reference to a tax number or any other element specific to their physical, physiological, psychological, economic, cultural or social identity;
- f) «Sensitive Data» - information pertaining to philosophical or political convictions, party or trade union affiliation, religious conviction, private life and racial or ethnic origin, as well as data regarding health and sex life, including genetic data;
 - g) «DNSSEC» (*Domain Name System Security Extensions*)» - name given to the security extensions of the DNS protocol (*Domain Name System*) to protect and authenticate DNS traffic;
 - h) «Accreditation Entity» – entity responsible for website accreditation and certification as a result of the protocol subscribed by the partner entities;
 - i) «Partner Entities» - entities that have subscribed to a website certification and accreditation agreement, of which this Code of Conduct is an integral part, namely: ACEPI – Associação da Economia Digital (Association for the Digital Economy), DECO – Associação Portuguesa para a Defesa do Consumidor (The Portuguese Consumer Protection Association) and the DNS.PT Association;
 - j) «Recognized written format» - any form of written communication whose authenticity, send date, and sender and receiver identity can be proven, such as registered post with notification of delivery, fac-simile or telegram;
 - k) «IPv6» - the most recent version of Internet Protocol, more commonly referred to as IP, which is the main standard of communication used between Internet connected devices;
 - l) «Free Resolution» - refers to the Consumer’s right to terminate the contract at no added charge with the exception of costs incurred in the event of goods needing to be returned;
 - m) «Minor» - any child younger than 16 for the purpose of electronic commerce; any child younger than 13 for the purpose of data collection;
 - n) «Professional» - any individual or collective entity, public or private, that adheres to the present Code and whose professional activity entails providing services or selling goods to consumers online and that is legally incorporated according to the law of the country where the entity is headquartered or is established; the owner of the website;
 - o) «Complaint» - a complaint submitted by a Consumer regarding an action or omission that occurred during a relationship with a Professional. The complaint must be submitted to the Professional or to an accreditation entity, together with evidence of the incident;
 - p) «Confio Trustmark » - evidence, in a digital logo format, that the website owner has been accredited by the partner entities;
 - q) «Long lasting storage» - any support that enables consumers to warehouse information permanently and that is accessible for future reference and that prevents either party from manipulating the stored data;
 - r) «Spam» - electronic “junk” mail sent without consent from the consumer and that generally occurs as publicity;
 - s) «Distance Communication technique» - any platform that can be used to establish a contract between parties without the need for physical and simultaneous presence of the Professional and the Consumer;

- t) «www.confio.pt» - online platform managed by the partner entities and to which website owners may submit their requests for the “Trustmark of Trust” and over which the accreditation process will be conducted; website containing a list of all “Trustmark” accredited websites and of all the websites that have lost the accreditation;
- u) «*website*» - the Internet site (website) whose owner or manager has submitted a request for accreditation with the “Trustmark”.

CHAPTER II – SPECIFIC CONSIDERATIONS

SECTION I - PUBLICITY

Article 3

General Principles

1. In addition to complying with all legal specifications regarding publicity, the Professional must also endeavor to ensure that the following principles are met in all website communication and network advertising messages:
 - a) Absolute respect for human dignity;
 - b) Respect for institutions, national and religious symbols and historic figures;
 - c) Forbid and suppress all messages that might incite racial, language, nationality, sexual, philosophical, political, social or religious discrimination
 - d) Preserve the legality and veracity of the message and of the good or service being advertised;
 - e) Protect the interests of minors and of those with reduced capabilities;
 - f) Strive for total transparency and clarity of the message conveyed in all advertising material. It should be possible to distinguish the nature, identity of the advertiser, main characteristics of the good or service being advertised, promotional offers, terms and final price without having to move the cursor.
 - g) Forbid the use of the expression “free” or any synonym in the sale of a good or service unless the sale implies no cost whatsoever for the Consumer;
2. All prices of goods and services announced should include VAT at the standard rate and refer to any other taxes or rates that will be charged to the Consumer.

Article 4

Advertising for minors

1. All commercial communication for publicity or promotions that is specifically designed to attract minors should be clearly identified as such and must be completely separate from any other service, game or competition.
2. Unsolicited publicity or promotional material should take extreme caution regarding the psychological vulnerability of minors. No attempt should be made to exploit their lack of experience and gullibility and advertising should not contain elements that may pose a health, safety, physical or moral risk, namely messages that legally should only be directed at adults.

Article 5

Unsolicited Communication – Spam

1. Unsolicited communication in the form of direct marketing or promotional messages and that has not been generated by any action on the part of the Consumer, should only be sent if the latter has given prior consent.
2. The Professional is obliged to inform the Consumer that there is a nationwide list of people that have indicated they do not want to receive any kind of advertising communication, in accordance with article 13 – B, law number 41/2004 dated 18 August.

SECTION II – ELECTRONIC COMMERCE

Article 6

Legal Framework

1. All contracts and remaining actions of the parties are regulated by Portuguese law.
2. A contract established with a Consumer living in another European Union member country is regulated by the law in their country of residence as long as:
 - a) The Professional's commercial or business activity is run out of the Consumer's country of residence; or
 - b) The Professional does business over any electronic platform in the Consumer's country of residence or for various countries including the Consumer's country of residence;

Article 7

Pre-contractual information

1. Prior to establishing any kind of contract, and in good time, the Professional must provide the Consumer with the following information:
 - a) Identity, firm name, legal incorporation, geographical location of business operations and Internet address;
 - b) Other means of contact and addresses, including telephone number, in order to facilitate contact with the Professional, in particular to lodge complaints or request information;
 - c) Details of the Professional's public or professional registers and respective registration numbers;
 - d) Tax identification number;
 - e) Step by step details of how to set up the contract;
 - f) How the contract will be archived by the Professional and how the Consumer can access the document;
 - g) Portuguese will be the default language for all proceedings. English will also be used in the situations referred in number 2 and 4;
 - h) Technical means at the Consumer's disposal to identify and correct possible mistakes made when introducing details of the order ("input errors");
 - i) The main features of the products and services;

- j) The full price of the good or service, including taxes and rates, transport, postal or other delivery related charges and any other charges that the Consumer is obliged to pay;
 - k) The general terms and clauses of the contract;
 - l) The general and specific terms, indication of how long the offer or proposed contract is valid for;
 - m) Availability and terms of delivery for the good or supply of the service, including dates;
 - n) Payment methods available to the Consumer;
 - o) Information regarding the Consumer's right to terminate the contract freely and respective process, details of the situations where the Consumer is not entitled to exercise this right and those in which the Consumer forfeits this right;
 - p) In the event that the good is delivered in poor condition, the Consumer is entitled to make a claim against the product warrantee, the details and timing of which must be made clear, as foreseen in situations of sales of consumer goods and services covered by Decree-Law number 67/2003 dated 8 April and subsequently changed by Decree-Law number 84/2008 dated 21 May;
 - q) Details of the Professional's pledge to the current Code of Conduct, the means to access the Code online and to submit a complaint with the relevant Consumer agency;
 - r) Details of legal and commercial warrantees;
 - s) Costs to use distance communication techniques when applicable;
 - t) Details of the minimum length of the contract if applicable, and respective conditions to terminate the contract, including early cancelation penalties;
 - u) After-sales assistance;
 - v) Information regarding relevant operational issues for digital content that might occur between computer equipment and software that the Professional may or should reasonably be aware of;
 - w) Details of a non-judicial complaints platform which the professional must have subscribed to under the terms of Chapter III of the present Code and respective details of how to access the platform;
2. All the information listed in the previous number must be supplied in a clear and easily understandable format, in good faith and according to principles of fair treatment for commercial transactions and for people unable to fend for themselves, in particular minors;
 3. The information described in line a) and d) of number 1 above should always be available on the Professional's website;
 4. In the event that insufficient information is provided regarding possible costs to be incurred as referred in line j) of number 1, the Consumer may no longer be held responsible for paying them;
 5. The Professional's failure to comply with the duty to provide the information listed in number 1 constitutes legitimate cause for the contract to be considered void, a determination that can only be invoked by the Consumer.

Article 8

Order Form

1. The process necessary to place an order for a product or service should be highlighted as such on the professional's website, and all steps should be explained in a clear and easy to understand manner;
2. The professional should make an input error identification mechanism available before the Consumer places the order;
3. As soon as the Consumer's order form is received, the Professional must notify the Consumer. Notification should be sent by email, by the 5th working day after receipt of the order form, to the address provided by the Consumer;
4. Notification that the order has been received must include the main details of the contract in question and provide a means to change, cancel or confirm the respective order;
5. In the event that the Consumer's order entails a payment obligation, immediately before the order is completed the Professional should provide the Consumer with clear details regarding the preliminary contract information as described in number 1 of the previous article;
6. To be fully compliant with the line above, the Professional must ensure that the Consumer has given definitive and conscious confirmation when the order is completed, indicating knowledge that the order involves a payment obligation;
7. If order confirmation is done by clicking a button or similar kind of feature, the button must be easily identifiable and contain a text along the lines of «finalize order and pay» or another phrase to this effect, which unequivocally implies that a payment must be made to the Professional;
8. The order is considered effective once it has been confirmed by the Consumer following receipt of the order notification in which details of the order are summarized with the following information:
 - a) Date the order was placed;
 - b) Description of the product(s) and/or service(s) ordered;
 - c) Final price to be paid and terms of delivery;
 - d) Other charges for which the Consumer is responsible;
 - e) The Professional's contact details;
9. The Professional must provide the Consumer with both the order confirmation details listed in the previous number and the general terms and clauses of the agreed contract, in a format that can be easily archived and reproduced;
10. If the Professional fails to comply with the requirements listed in the previous numbers, the Consumer is not obliged to uphold the contract.

Article 9

Execution of the Contract

1. Unless otherwise agreed by the parties, the Professional is obliged to deliver the order within a 30 days maximum period counting from the day after the order is confirmed;
2. If the product or service is unavailable and the Professional is therefore prevented from meeting the terms of the contract, the Consumer must be advised immediately

and reimbursed for any charges already incurred, within 30 days of becoming aware that the product or service is unavailable. This does not prevent the existence of a prior and explicit agreement between the parties whereby the Professional can supply the Consumer with a product or service equivalent in nature and price, under the circumstances described;

3. If the period stipulated above is exceeded, the Professional is obliged to return double the charges already incurred by the Consumer within 15 days and the Consumer remains entitled to claim for tangible and intangible damages.

Article 10

The right to freely terminate the contract

1. Within a 14 day period following the delivery of the service or the product to the Consumer or to a third party indicated by the Consumer, the Consumer is entitled to terminate the contract without incurring any penalties and is not required to explain the reasons for the decision.
2. If the Professional fails to comply with the pre-contractual duty to inform as described in line p) of article 7, the period within which the contract may be freely terminated by the Consumer increases a further 12 months counting from the end of the initial deadline;
3. If, during the period referred above, the Professional complies with the pre-contractual duty to inform described in line p) of article 7, and once the Consumer has been informed of the change, the Consumer has 14 days to terminate the contract;
4. The Consumer's right to freely terminate the contract may be exercised using any legitimate and long lasting written format to communicate that wish to the Professional.
5. The Consumer is not entitled to exercise the right to freely terminate the contract, as described in the terms of line 1, in the following situations:
 - a) Service delivery contracts that have been met in full and whose completion occurred within the period stipulated in number 1, and to which the Consumer consented explicitly after being advised that he or she would no longer be able to freely terminate the contract, despite having complied with the written notice described in line 4.
 - b) When the goods or services being supplied are affected by volatility in financial markets during the free termination period, and that are out of the Professional's control;
 - c) When the services or goods being supplied have been tailored or personalized to meet explicit specifications given by the Consumer;
 - d) When the perishable nature of the goods or services being supplied does not allow for their return in good condition;
 - e) When the goods or services delivered may not be returned once opened after delivery for health and safety reasons;
 - f) If due to the nature of the goods and services delivered they become irreversibly mixed with other items;

- g) If the Consumer removes the protective warrantee seal from audio or video products or software;
 - h) The supply of newspapers and magazines with the exception of periodic subscriptions for publications;
6. In the case of a continuous supply of online services, after a subscription is confirmed the Consumer is entitled to a 10 day free trial period;
 7. If the free trial period is exercised, the Professional has 14 days to return all charges paid by the Consumer at no expense to the latter, including costs incurred to return the goods. If the period stipulated above is exceeded, the Professional is obliged to return double the charges already incurred by the Consumer within 15 days and the Consumer is still entitled to claim for tangible and intangible damages.
 8. Once the right to freely terminate the contract has been exercised, the Consumer must keep the products in good condition for returning to the Professional or the latter's representative. It is the Professional's responsibility to collect the goods or to agree with the Consumer a return process which does not seriously inconvenience the latter.

Article 11

Payment

1. The Professional will provide the Consumer with a detailed invoice, including all the costs incurred by the latter. In the event of a service that is entirely provided online, the Consumer should receive a legally equivalent electronic document with the same information.
2. The Professional must make alternative payment methods available, at least one of which must allow for payment on delivery of the good or when the service is first supplied.
3. Electronic payment methods must be updated to reflect technological developments, security upgrades and improved user interfaces.
4. Under no circumstances must the Consumer be forced to make a payment before the order is completed.

Article 12

Burden of Proof

The burden of proof of compliance with all obligations resulting from the present Code of Conduct resides with the Professional.

Article 13

The right to claim damages

In addition to previous articles, the Consumer is entitled to claim damages for tangible and intangible losses resulting from the Professional's failure to comply with obligations.

Article 14

Principle of the most favorable treatment of the Consumer

If the application of general terms for the purchase and sale of goods leads to more favorable treatment of the Consumer, the Professional must also apply this treatment to online transactions;

CHAPTER III – COMPLAINTS AND LITIGIOUS CONFLICT RESOLUTION

Article 15

Complaints system

1. The Professional must make an internal complaints procedure available to deal with complaints lodged by consumers. The system must be easily accessible, fair, confidential, fast and completely free of charge.
2. The Professional must identify the person in charge of the complaints system that the Consumer may contact using a specifically designated telephone number and email address.
3. If the Professional does not have an internal complaints system then the “confio.pt” complaints platform must be used, thus ensuring that all the requirements of the Trustmark are met. Access to this system must be clearly identified on the Professional’s website.
4. If the Professional has an internal complaints system, information regarding the procedures required to lodge a complaint must be provided to the Consumer as established in number 1, line y) article 7.
5. In order to award or renew the Trustmark, the complains system made available on the Professional’s website must be available for audit by the Accrediting Entity.

Article 16

Response to and mediation of complains

1. The Professional must respond to a complaint lodged by a consumer up to 20 days after it is received.
2. If the complaint is accepted, either in full or in part, the Professional must inform the Consumer of his or her option to resort to the extra-judicial conflict and arbitration mechanism managed by an authorized entity and part of the Consumer Arbitration Network, regulated by Law number 144/2015, dated 8 September. The Professional commits voluntarily and automatically to this mechanism when a request for accreditation is made and subsequently adheres to the Code of Conduct.
3. The Professional commits to accept the outcome of any litigation process that results from an act or contract covered by the application of the current Code of Conduct and managed by one of the entities chosen freely by the Consumer, as referred in the previous number.

CHAPTER IV – PRIVACY, SECURITY AND MINORS

SECTION III – PRIVACY AND SECURITY

Article 17

Privacy and personal data

1. The Professional must ensure complete respect for the Consumer's right to privacy and confidentiality of communications.
2. The Professional commits to respect the absolute confidentiality of the Consumer's personal data and refrain from supplying or selling that data to third parties without obtaining prior consent from the Consumer, with the exception of situations in which the Professional is legally obliged and authorized to do so.
3. The Professional's website must adopt a privacy policy for the visiting consumer and provide information regarding the policy, explain which personal data is collected including tracking technologies, what the data is used for, how it is treated and accessed and the Consumer's right to change and eliminate the data.
4. Personal data may only be collected after the Consumer is informed of the above using a click-through mechanism designed exclusively to collate personal data that is absolutely necessary, relevant and not excessive for the purpose of the data collection, namely to set up a contract.
5. Before the data collection process begins, the Professional must inform the Consumer of:
 - a) The reasons for requesting the data and how it will be treated;
 - b) The mandatory or optional nature of the data requested;
 - c) The identity and address of the entity responsible for treating the data;
 - d) Who will receive the personal data collected;
 - e) How the Consumer may exercise the right to access, change or eliminate personal data provided.
6. At the same time as the above, the Professional must provide the Consumer with an explicit mechanism to authorize or not the transmission or sharing of the data requested with third parties;
7. If the Professional wishes to collect data beyond the requirements of the contract, it should be done by resorting to an optional survey which is separate from the purchase procedure;
8. On no occasion may the Professional collect sensitive data from the Consumer;
9. The Professional commits to eliminate a Consumer's personal data already collected if for any reason the process to create the contract is interrupted or cancelled.
10. The Professional must guarantee that all files storing personal data about consumers are registered with the National Data Protection Commission (CNPD).

Article 18

Security

1. The Professional is obliged to implement a technically reliable security system, appropriate for the website in question. This should guarantee the security, integrity and confidentiality of personal data collected and stored and of all communications held, authentication processes and the integrity of transactions and payments made by the Consumer by using an encryption and security policy certified by a trustworthy and certified independent entity.

2. Information about the security systems referred to in the previous number should be made available to all visitors to the website in Portuguese and in the cases described in number 2, article 6, should also be provided in English. Language used must be easily understood and accessible and use a click-through mechanism.
3. Before a paying transaction is made, the Professional must inform the Consumer about the technologies used and the level of protection and security bestowed on the Consumer's personal and financial data.
4. During a transaction, the authentication process (session) should not exceed a reasonable maximum time, to be defined by the Professional, after which the session must be restarted.
5. Whenever a Professional's website contains hyperlinks to a third party's website, the Consumer must be made aware of that fact.

Article 19

Intellectual and Industrial Property Protection

1. The Professional must ensure that all information and data bases do not violate any third party intellectual or industrial property rights;
2. The Professional must obtain authorization from the owners of brands, names, logos or company names and services before putting information on the website.

SECTION IV – MINOR PROTECTION

Article 20

Principles

1. The Professional must implement a means for consumers visiting the website to indicate their age before initiating any kind of procedure with a view to contract a product or service.
2. The Professional must not collect or store any personal data or enter into any kind of contractual process with minors younger than 16.
3. Personal data for minors aged 16 to 18 may only be collected if prior consent from a parent or guardian has been obtained.
4. Once the Consumer has been identified as a minor and due to his or her more vulnerable and gullible nature, the Professional must provide clear and simply written information about the request for personal data and its purpose, as well as regarding the need to obtain the consent of a parent or guardian, as explained in the previous point.
5. The Professional should encourage greater involvement of parents and guardians in minors' online activities, primarily by providing information and technical tools to improve parental control.
6. The Professional must refrain from any kind of practice that might incite minors to enter into online contracts or supply their own or others' personal data, namely:
 - a) Reward the online supply of personal data relating to the minor or to a third party with the offer of gifts, games and respective access, or any other kind of benefit with a similar effect;
 - b) Condition the offer of credits associated with legitimately contracted and authorized services to the supply of personal data for the minor or a third party;
 - c) Any action designed to exploit a minor's general gullibility, inexperience or sense of loyalty to others.

CHAPTER V – ACCREDITATION, ADHERENCE TO AND APPLICATION OF THE CODE OF CONDUCT

Article 21

Accreditation and award of the Confio trustmark

1. The website's Trustmark accreditation process occurs exclusively online and starts as soon as the request for accreditation is made at www.confio.pt, according to the guidelines of the Trustmark Regulation available online.
2. The Trustmark must be displayed on the accredited website's homepage according to the trustmark's respective graphic design manual and should provide a hyperlink to the present document.

Article 22

Adherence to the Code of Conduct

By adhering to the Code of Conduct the Professional accepts and commits to apply its rules to commercial relationships with consumers, and also accepts that in the event of litigation, consumers are entitled to resort to one of the member entities of the Consumer Arbitrage Network as referred to in number 2, article 16.

Article 23

Audit process

1. An audit process of the website may be done at any time in order to assess compliance with the rules that first determined the award of the ConfioTrustmark. If the website continues to demonstrate the conditions necessary to renew accreditation, the Professional will be notified to make any changes that might be considered necessary within the following 30 days. If the Professional does not make these changes then the Trustmark can be withdrawn immediately.
2. If the Professional is advised that the website no longer qualifies for the Trustmark, the trustmark must be removed immediately from the website along with any communication material in which the trustmark is referenced.
3. The withdrawal of the Trustmark does not lead to the reimbursement of any payments made when the trustmark was first awarded or renewed.
4. Notification of the loss of the right to use the Trustmark will be displayed on the www.confio.pt website as well as on any other platform considered appropriate, such as in the media or professional and consumer associations that can be considered peers of the accreditation entity.
5. Use of the Trustmark's logo by an entity or website that has not been accredited or any form of reproduction or unauthorized use constitutes an act of fraud against the current Code of Conduct, and as such partner entities reserve the right to begin legal proceedings against those responsible for the fraud.

CHAPTER VI – FINAL CONSIDERATIONS

Article 24

Access provisions for citizens with special needs

1. The Professional must guarantee the technical means for citizens with special needs to access the content, information and features of the website, by complying with design principles that favor access to the site such as independent device access, use of the keyboard and an automatic voice over (verbalization).
2. The characteristics described above may be secured through an alternative webpage or through a sub-Internet address, if the original webpage cannot be adapted.

Article 25

Ease of use and design

1. The Professional should endeavor to guarantee that the site is easy to navigate.
2. The website's design should be appealing and content should be organized in a clear and well-structured manner;

Article 26

Domain name and DNS configuration

1. The website professional must own a domain name which points to the respective website.
2. The owner of the domain must guarantee that the domain is correctly configured according to the parameters and rules for use established by the RFC technical manuals (“Request for Comments”) for the DNS and DNSSEC.
3. The owner of the domain must guarantee redundancy of the DNS service by securing simultaneous configuration of two or more servers authorizing the domain. These servers should preferably be situated in different locations, use different local access networks and be configured with the IPv4 and IPv6 communication protocols;
4. The owner of the domain must guarantee that it has been configured with DNS security extensions, called DNSSEC, and that these extensions have been activated on all servers authorizing the domain;
5. The owner of the domain must guarantee that digital signatures, (RRSIG) associated with the DNSSEC domain configuration are always up to date and valid and that they are renewed periodically thus ensuring that they do not expire;
6. The owner of the domain must guarantee that the DNSSEC keys that enable the domain’s digital signatures were created in robust manner and are safely and securely stored to avoid being illegally appropriated;
7. The owner of the domain must also guarantee that the domain is correctly configured and up to date, in particular that the delegated DNS information regarding the server’s authorized names (NS) and the domain’s DNSSEC public passcode (DS) has been correctly submitted to the superior level in the hierarchy.

Article 27

Review Process

1. The rules established will be reviewed regularly by the partner entities to ensure that content always reflects market developments and international best practices.
2. During the review process, subscribing professionals will be consulted no less than 30 days in advance, to submit their opinion about the changes being proposed by the partner entities and announced by the accreditation entity.

Article 28

Interpretation and regulatory loopholes

1. Interpretation of the rules established in this Code of Conduct must always be interpreted according to the principle of the most favorable outcome for the consumer.
2. In addition to resorting to specific legislation regulating similar cases, partner entities should endeavor to themselves regulate situations where the regulatory framework is unclear. This may be done under their own initiative or upon request from the Professional’s.

Article 29

Deadlines

Unless otherwise indicated, the deadlines referred to in this Code of Conduct should be counted on a continuous basis.

Article 30
Date of effect

The present Code of Conduct comes into effect on the date the protocol is signed between ACEPI – The Digital Economy Association, DECO – The Portuguese Consumer Defense Association and the DNS.PT Association, as referred to in line i) of article 2.