



CODE OF CONDUCT





Foreword

Considering the relevance and sensitivity of the issues covered by ecommerce, it is necessary to ensure, in addition to the legal rules already legislating these issues, a second-degree regulation, essentially of an ethical and deontological nature. This should reinforce, as a general rule, the imperativity of an essential set of rules and principles which can organize this sector and translate, in a rigorous way, the acquis of national and international best practices applicable to ecommerce's different areas and dimensions, as well as to other online relationships. In this sense, it should be recalled that the ecommerce law itself (approved by Decree-Law No. 7/2004 of 7 January, in the current wording of Law No. 46/2012 of 29 August) encourages, in its Chapter VII, the adoption of Codes of Conduct in line, in fact, with the programmatic command inscribed by the Community legislator in Article 16 of Directive 2000/31/EC ("Directive on electronic commerce") and, more recently, widely reinforced, with the proposal for Regulation 2020/0361, on the single market for digital services (Digital Services Act).

Accordingly, this Code of Conduct establishes a set of rules and good practices regarding ecommerce, accepted by all professionals and subscribers. Such rules and good practices must be applied to all acts and contracts entered into under the CONFIO application process and that respect the online business relationship between subscribing professionals and consumers.



Table of Contents

CHAPTER I – GENERAL PROVISIONS.....	1
ARTICLE 1.º DEFINITIONS.....	1
ARTICLE 2.º APPLICATION SCOPE	4
CHAPTER II – SPECIAL PROVISIONS	5
SECTION I – ADVERTISING.....	5
ARTICLE 3.º GENERAL PRINCIPLES	5
ARTICLE 4.º ADVERTISING TARGETED TO MINORS.....	6
ARTICLE 5.º UNSOLICITED COMMUNICATIONS – SPAM.....	6
SECTION II – ECOMMERCE	6
ARTICLE 6.º LEGAL FRAMEWORK.....	6
ARTICLE 7.º PRE-CONTRACTUAL INFORMATION.....	7
ARTICLE 8.º PLACING AN ORDER.....	9
ARTICLE 9.º CONTRACT EXECUTION.....	11
ARTICLE 10.º RIGHT TO FREE RESOLUTION.....	11
ARTICLE 11.º COLLECTION OF ELECTRICAL AND ELECTRONIC EQUIPMENT	13
ARTICLE 12.º PAYMENT	13
ARTICLE 13.º BURDEN OF PROOF	14
ARTICLE 14.º RIGHT TO COMPENSATION FOR DAMAGES	14
ARTICLE 15.º MOST-FAVOURABLE CONSUMER TREATMENT PRINCIPLE	14
CHAPTER III – COMPLAINTS AND DISPUTE SETTLEMENT	14
ARTICLE 16.º COMPLAINTS MANAGEMENT SYSTEM	14
ARTICLE 17.º RESPONSE TO AND MEDIATION OF COMPLAINTS.....	15
CHAPTER IV – PRIVACY, SECURITY AND MINORS.....	16
SECTION III – PRIVACY AND SECURITY	16
ARTICLE 18.º PROCESSING OF PERSONAL DATA.....	16
ARTICLE 19.º INFORMATION DUTES WHEN BROWSING THE PROFESSIONAL´S WEBSITE.....	17
ARTICLE 20.º EMAIL ADVERTISING	18
ARTICLE 21.º SECURITY AND PRIVACY	18

ARTIGO 22.º PROTECTION OF INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS.....	19
SECTION IV – PROTECTION OF MINORS.....	20
ARTICLE 23.º PRINCIPLES	20
CHAPTER V – ACCREDITATION OF THE CONFIO TRUSTMARK AND ENFORCEABILITY OF THE CODE OF CONDUCT.....	21
ARTICLE 24.º ACCREDITATION, APPLICATION AND RENEWAL OF THE CONFIO TRUSTMARK.....	21
ARTICLE 25.º ADHERENCE TO THE CODE OF CONDUCT	22
ARTICLE 26.º SANCTIONS	22
ARTICLE 27.º SUPPLEMENTARY AUDIT.	23
CHAPTER VI – FINAL PROVISIONS	24
ARTICLE 28.º ACCESSIBILITY FOR CITIZENS WITH SPECIAL NEEDS.....	24
ARTICLE 29.º NAVIGABILITY AND DESIGN	24
ARTICLE 30.º DOMAIN NAME AND DNS SETTINGS	24
ARTICLE 31.º COOPERATION WITH THE COMPETENT ENTITIES	25
ARTICLE 32.º REVIEW PROCESS	26
ARTICLE 33.º GAP INTERPRETATION AND INTEGRATION	26
ARTICLE 34.º DEADLINES.	26
ARTICLE 35.º ENTRY INTO FORCE.....	26

CHAPTER I - GENERAL PROVISIONS

Article 1

Definitions

For the purposes of interpretation and application of this Code, the following terms shall have the following meaning:

- a) "Accreditation" shall mean the process through which a given website is audited in order to assess compliance with the terms and conditions set forth in this Code of Conduct and the CONFIO Trustmark award regulation;
- b) "Application" shall mean the process through which the CONFIO trustmark is awarded following a statement by whomsoever be entitled to regarding compliance with the terms and conditions set forth in this Code of Conduct and the CONFIO Trustmark award regulation;
- c) "Goods" any tangible movable items; water, gas and electricity are also to be considered as goods where they are put up for sale in a limited volume or a set quantity. Any tangible movable items that incorporate or are inter-connected with digital content or a digital service in such a way that the absence of that digital content or digital service would prevent the goods from performing their functions ('goods with digital elements');
- d) "Special Categories of Personal Data" shall mean any information regarding racial or ethnic origin, political opinions, religious or philosophical beliefs or trade union membership, as well as genetic data, biometric data, health data or data concerning a person' sexual life or sexual orientation;
- e) "Ecommerce" shall mean a commercial activity aimed at the procurement of online goods and services between a professional and a consumer, whereby the transaction is carried out between computers or other electronic communications devices and mediated by computer networks, where payment and delivery of the transacted products need not necessarily, be carried out by electronic means;
- f) Digital content means data which are produced and supplied in digital form;
- g) Digital service means a service that allows the consumer to create, process, store or access data in digital form or a service that allows the sharing of or any other interaction with data in digital form uploaded or created by the consumer or other users of that service;

- h) "Consumer" shall mean a person to whom goods, services or any rights, intended for non-professional use, are supplied by a professional engaged in an economic activity with a view to obtaining benefits;
- i) "Personal data" shall mean any information of any kind, on whatever medium, including sound and image, relating to an identified or identifiable natural person ("data subject"); an identifiable person is one who can be identified, directly or indirectly, namely by reference to an identification number or to one or more specific physical, physiological, mental, economic, cultural or social identity traits;
- j) "DNSSEC" (Domain Name System Security Extensions) shall mean the designation given to security extensions to DNS (Domain Name System) protocol designed to protect and authenticate DNS traffic;
- k) "Accrediting Entity" shall mean an entity responsible for website accreditation in accordance with the protocol concluded between the partner entities;
- l) "Partner Entities" shall mean entities subscribing to a collaboration protocol for website accreditation, of which this Code of Conduct is an integral part of, namely: ACEPI - Association of Electronic Commerce and Interactive Advertising, DECO - Portuguese Association for Consumer Protection and Associação DNS.PT;
- m) "Electrical and electronic equipment" shall mean all equipment dependent on electric current or electromagnetic fields to work properly, as well as equipment for the generation, transfer and measurement of such currents and fields, and designed for use with a rated voltage not exceeding 1000 V for alternating current and 1500 V for direct current;
- n) "Suitable written format" shall mean any form of written communication, such as registered post with acknowledgement of receipt, facsimile or telegram, which allows proof of authenticity, date of sending and identity of sender and recipient;
- o) "IP" shall refer to Internet Protocol, the standard used for communication between all computers connected to the Internet;
- p) "Free resolution" shall mean the consumer's right to withdraw from the contract without incurring any costs other than those for the return of the good, when so provided;

- q) "Minor" shall mean, for the purpose of ecommerce, a child under the age of 16 years old; for the purpose of data processing, a child is considered to be a minor until the age of 13 years old;
- r) "Professional" shall mean any natural or legal person, public or private, subscriber to this Code that is dedicated, in the scope of its professional activity, to the provision of services or to the sale of goods to consumers through a website, legally constituted in accordance with the law in force in the country where it is based or established. The website owner;
- s) "Complaint" shall mean any complaint filed by the consumer regarding any act or omission that occurred in their relationship with the professional. The complaint must be filed with the professional or at www.confio.pt, together with the evidence of the occurrence;
- t) "CONFIO Trustmark" shall mean the proof, materialized in a digital logo, awarded to a subscribing website owner;
- u) "Spam" shall mean the junk e-mail sent without consumer consent, usually as messages with advertising content;
- v) "Durable medium" shall mean any instrument which enables the consumer to store information in a permanent and accessible way for future reference and which does not allow the contracting parties to manipulate the stored information;
- w) "Communication technique at a distance" shall mean any means which, without the simultaneous physical presence of the professional and the consumer, may be used to conclude the contract between the parties;
- x) "www.confio.pt" shall mean the online platform managed by partner entities where website owners wishing to obtain the CONFIO trustmark must submit their applications and where all the application process shall take place; website with the list of websites awarded the CONFIO trustmark and that can also present a list of websites considered non-compliant and with unresolved consumer disputes;
- y) "website" shall mean the Internet site submitted by its owner or operator for award of the CONFIO trustmark.

Article 2

Application scope

1. This Code of Conduct shall apply, in the areas regulated herein, to contracts concluded at a distance between a subscribing professional and a consumer, without both being physically present at the same time, when both are simultaneous physically absent, and integrated into a sales system or provision of services through a website of the former.
2. In the absence of any agreement to the contrary, the provisions contained in the Code of Conduct shall apply to B2B e-commerce, without prejudice to cases where there is a contradiction between the rules of this Code and the applicable legal rules, the latter taking precedence in such situations.
3. The Code of Conduct does not apply to:
 - a) Contracts relating to transactional financial services, namely investment services, insurance and reinsurance operations, banking services and pension fund operations;
 - b) Contracts relating to gambling, including lotteries, bingos, casino gambling and betting transactions, and services relating to term or option transactions;
 - c) Contracts relating to health care services, except under the conditions set out in paragraph 3;
 - d) Contracts relating to construction, substantial reconstruction, purchase and sale or other rights regarding real estate, including rental.
4. The Code of Conduct applies to the sale of medicines at a distance, when all the requirements of the applicable law are met, namely, obtaining authorization or any other type of formally granted certification for that purpose by the respective competent entity.
5. The Code of Conduct also applies to contracts concluded at online auctions, provided the professional be a subscriber and the buyer a consumer.
6. The Code of Conduct applies too, with the necessary adaptations, to non-transactional websites and to contracts for non-transactional goods and services.

CHAPTER II - SPECIAL PROVISIONS

SECTION I - ADVERTISING

Article 3

General principles

1. In addition to full compliance with the specific law applicable to advertising, the professional undertakes to ensure that all networked communications and advertising messages under its responsibility and contained on its website comply with the following principles:
 - a) Absolute respect for human dignity;
 - b) Respect for institutions, national or religious symbols or historical characters;
 - c) Prohibition and repression of messages that constitute or encourage any form of discrimination on the basis of race, language, territory of origin, sex, philosophical or political beliefs, social status or religion;
 - d) Principles of legality and lawfulness of the message, good or service advertised;
 - e) Protection of the interests of minors and other vulnerable people;
 - f) Total transparency and clarity of the message conveyed in all advertising materials. 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 word “free” or any other synonymous words or words with a similar meaning in the marketing of goods or services, save when the latter does not, in fact, entail any cost to the consumer.
2. All prices of advertised goods and services shall include the applicable VAT at the legal rate in force and expressly mention the existence of fees and other fiscal charges to be borne by the consumer.

Article 4

Advertising targeted to minors

1. Commercial communications for advertising or promotional purposes, especially targeted to minors, must be clearly identifiable as such and must be appropriately separate from any services, games or contests.
2. The sending of advertising or promotional messages should always take into account minors' psychological vulnerability and messages that exploit minors' inexperience or credulity or that contain elements that attack their health, safety, physical and moral integrity, namely messages with content legally addressed only to adults, are not allowed.

Article 5

Unsolicited communications – Spam

1. Sending unsolicited communications for direct marketing purposes and/or sending promotional messages, the reception of which is independent from the consumer's intervention, namely by email, must always require the recipient's prior consent.
2. The professional shall inform the consumer of the existence of the nationwide list of persons expressing a generic desire not to receive any advertising communications, as referred to in Article 13 - B of Law No. 41/2004 of 18 August.

SECTION II - ECOMMERCE

Article 6

Legal framework

1. All contracts and other acts performed between the professional and the consumer shall be governed by Portuguese law.
2. Without prejudice to the provisions of the preceding paragraph, a contract concluded with a consumer residing in another European Union Member State shall be governed by the law of the country where the consumer has its main residence, provided the subscribing professional:
 - a) Pursues its commercial or professional activity in the country where the consumer has its main residence; or

- b) Directs this activity, by any electronic means, to this or several countries, including that one.

Article 7

Pre-contractual information

1. Prior to the conclusion of any contract and within a reasonable timeframe, the professional shall make the following information available to the consumer:
 - a) Identity, company name, legal form, geographical address at which it is established and electronic address;
 - b) Other remote addresses and contacts, including telephone numbers, thus making available to the consumer a free telephone line or, as an alternative, a telephone line starting with a geographical number range (starting with a '2') or with a mobile phone number range (starting with a '9')", which allows an easy and direct access with the professional, relevant for the purpose of filling complaints and submitting requests for information;
 - c) Registrations of the professional in public or professional registries and corresponding registration numbers;
 - d) Tax Identification Number;
 - e) Step-by-step process for conclusion of the contract;
 - f) Contract's archival or not by the professional and consumer's accessibility to it;
 - g) Use of the English language in the cases referred to in Article 6(2);
 - h) Technical means made available by the professional so the consumer can identify and correct any input errors in the order;
 - i) Essential characteristics of goods and services;
 - j) Total price of a good or service, including fees and duties, additional transport charges, postal or delivery charges or any other charges which may be incurred;
 - k) Contractual terms and general clauses of the contract to be concluded;

- l) General and particular conditions and period of validity of the offer or contract bid;
 - m) Availability and conditions to deliver the goods or execute the service, including deadlines;
 - n) Payment methods available to the consumer;
 - o) Existence and way to exercise the right to free contractual resolution, as well as indication of the situations when the consumer does not enjoy this right or, where applicable, the circumstances in which the consumer loses its right to free resolution;
 - p) Existence and term of the guarantee of conformity of the goods, when the sale of consumer goods system contained in Decree Law No. 67/2003 of 8 April, as amended by Decree Law No. 84/2008 of 21 May, applies;
 - q) Professional's subscription to this Code of Conduct and the form of the corresponding electronic consultation, as well as the procedure for the consumer to file complaints with the competent authority;
 - r) Legal warranty and commercial guarantees, where applicable;
 - s) Costs of using the communication technique at a distance, where applicable;
 - t) The contract's minimum term, where applicable, and conditions for resolution, including penalties for early resolution;
 - u) After-sales customer service;
 - v) Any relevant interoperability of digital content with computer equipment and software of which the professional may or not be reasonably aware of, where applicable;
 - w) Possibility of access, and means of access, to an out-of-court complaint and redress mechanism to which the professional is compulsorily bound, under the terms of Chapter III of this Code.
2. The information referred to in the preceding paragraph shall be provided in a transparent, clear and comprehensible manner, with respect for the principles of good faith, fair trading and the protection of persons incapable of exercising their rights, especially minors.
3. The information referred to in paragraph 1(a) to (d) shall be permanently available on the professional's website.

4. Pursuant to the provisions of 1(b), the professional shall disclose, in a clear and visible manner, in its commercial communications, on the main page of its website, on invoices and other documents of the same nature, in written communications with the consumer and in contracts entered into with the consumer, the telephone numbers available, to which up-to-date information on the price of calls in ascending order of price must be provided in an equally clear and visible way.
5. Failure to comply with the duty to provide information regarding any charge or costs referred to in paragraph 1(j) exempts the consumer from payment thereof. Failure by the professional to comply with the obligation to provide the information referred to in paragraph 1 shall render the contract null and void, to be invoked only by the consumer.

Article 8

Placing an order

1. The process for placing an order for a good or service should be clearly individualized as such on the professional's website and the various steps to be taken by the consumer should be explained in a clear and understandable way.
2. The professional may not apply different general conditions of access to goods or services made available by them on the basis of the consumer's nationality, place of residence or place of establishment without presenting a legitimate and objective justification for such differential treatment.
3. The professional must provide the consumer an input error identification and correction device before an order is placed.
4. As soon as the professional receives an order from the consumer, the former shall acknowledge receipt thereof no later than 5 business days after the order's receipt date; this notification must also be done by electronic means, by means of a notice sent to the consumer's identified or used email address.
5. Notification the order has been received must contain the contract's fundamental identification to which it refers and allow the order to be modified, cancelled or confirmed.
6. When the consumer's order entails a payment obligation, the professional shall provide the consumer with the pre-contractual information referred to in paragraph 1 of the preceding article in a clear and visible way immediately before the consumer concludes the order.

7. In order to comply with the previous paragraph, the professional shall ensure that the consumer, when completing the order, expressly and knowingly confirms that the order implies a payment obligation.
8. When the completion of the order implies the activation of a button or similar feature, said button or feature must be identified in an easily readable way, only with the expression “encomenda com obrigação de pagamento” [order with payment obligation] or a corresponding and unambiguous wording, indicating that the completion of the order implies a payment obligation to the professional.
9. The order is considered placed when it has been confirmed by the consumer, following receipt of the order notification, confirming the order issued by means of a statement/summary with the conditions under which it was placed, namely:
 - a) Order reference and date;
 - b) Description of the product(s) or service(s) ordered;
 - c) Final price to be paid and delivery conditions;
 - d) Other charges to be borne by the consumer;
 - e) Professional’s contact information.
10. Both the order confirmation information referred to in the preceding paragraph and the contractual terms and conditions agreed must be made available to the consumer by the professional in a format that can be stored and reproduced.
11. Failure by the professional to comply with the provisions of the preceding paragraphs shall exempt the Consumer from upholding the contract.

Article 9

Contract execution

1. Unless otherwise agreed between the parties, the professional must fulfil the order within a maximum of 30 days from the day following its confirmation.
2. Should the professional not be able to fulfil the contract, due to unavailability of goods or services ordered, the professional shall immediately inform the consumer and refund any amounts already paid within a maximum period of 30 days from knowledge of said unavailability of goods or services, without prejudice to the prior express agreement between the parties, whereby the consumer allows the professional, under the circumstances described, to provide a good or service of equivalent quality and price.
3. Once the period referred to in the preceding paragraph has elapsed, the professional shall be obliged to return, within a maximum of 15 days, double the amounts paid by the consumer, without prejudice to the consumer's right to compensation for pecuniary and non-pecuniary damages.

Article 10

Right to free resolution

1. The consumer shall be entitled to resolve the contract without compensation and without giving any reason, within 14 days from when the services were performed or the goods were delivered to the consumer or to a third party indicated by the consumer.
2. Should the professional fail to comply with the pre-contractual information requirement set forth in Article 7(p), the period for exercising the right to free resolution shall be 12 months from the date of expiry of the initial period.
3. Should the supplier of goods or services comply with the pre-contractual information obligation referred to in Article 7(p) during the period provided for in the preceding paragraph, the consumer has 14 days from the date of receipt of said information to resolve the contract.
4. The right to free resolution may be exercised by the consumer by means of any suitable written format or any other durable medium, addressed to the professional, stating the consumer's willingness to resolve the contract.
5. The consumer may not exercise the right to free resolution provided for in paragraph 1 in the following cases:

- a) Service contracts which have been fully performed and where performance has begun before the end of the period referred to in paragraph 1, with the consumer's express agreement, if preceded by a notice informing the consumer of the loss of the right to resolution, without prejudice to the provisions of paragraph 4;
 - b) Supply of goods or provision of services whose price depends on fluctuations in financial market rates, which the professional cannot control and which may occur during the period of free resolution;
 - c) Supply of goods in accordance with the consumer's express specifications or clearly personalized goods;
 - d) Supply of goods which, due to their nature, cannot be returned or which are liable to deteriorate or perish rapidly;
 - e) Supply of sealed goods not subject to return, for health or hygiene reasons when opened after delivery;
 - f) Supply of goods which, after their delivery and due to their nature, become inseparably mixed with other items;
 - g) Supply of sealed audio or video products or sealed computer programs from which the consumer has removed the 'warranty void if removed' seal;
 - h) Supply of newspapers and magazines, with the exception of subscription contracts for sending those publications.
6. For online services provided on a continuous basis, following a subscription, the consumer has a minimum of 10 business days of free trial.
7. Should the right to free resolution be exercised, the professional shall be required to reimburse the consumer within a maximum period of 14 days for the amounts paid by the consumer, at no cost to the latter, including those relating to the return of goods.
8. Once the period referred to in the preceding paragraph has elapsed, the professional must return, within 15 business days, double the amounts paid by the consumer, without prejudice to the consumer's right to compensation for pecuniary and non-pecuniary damages.
9. Once the right of contract resolution has been exercised, the consumer must keep the goods in such a way that they can be returned to the professional or its representative under the appropriate conditions.

10. The professional is responsible for collecting the goods or agreeing with the consumer on how to return them without serious inconvenience to the latter.

Article 11

Collection of electrical and electronic equipment

1. The professional shall inform the consumer of the possibility of taking back waste electrical and electronic equipment free of charge and shall ensure that it is received, on a one-to-one basis, as part of the supply of new electrical and electronic equipment, provided that the waste is of equivalent equipment and performs the same functions as the new supplied equipment.
2. In the cases referred to in paragraph 1, the professional shall ensure that, upon home delivery of the new electrical and electronic equipment, the waste electrical and electronic equipment is transported free of charge to their premises or directly to licensed waste treatment operators.

Article 12

Payment

1. The professional shall provide an itemised invoice to the consumer, including all costs borne by the latter and, should these relate to goods or services supplied entirely online, the consumer must be provided with an electronic document with equivalent legal effect containing the same information.
- 2.
3. The professional shall make available various payment methods, at least one of which, free of charge, shall allow payment only at the time of delivery of the good or start of the service provision.
4. Electronic payment methods made available to the consumer must be updated in accordance with technological advances and characterized by its simplicity and security.
5. Under no circumstances may the consumer be required to pay any amount before the order is completed.

Article 13

Burden of proof

The professional is responsible for the burden of proof regarding compliance with all obligations resulting from this Code of Conduct.

Article 14

Right to compensation for damages

Without prejudice to the preceding articles, the consumer shall be entitled to compensation for pecuniary and non-pecuniary damages arising from the defective performance of the professional's obligations.

Article 15

Most-favourable consumer treatment principle

Whenever the application of the general rules for buying and selling or providing services results in a most-favourable consumer regime, the professional must apply the latter to the transaction carried out online.

CHAPTER III - COMPLAINTS AND DISPUTE SETTLEMENT

Article 16

Complaints management system

1. The professional shall have an internal complaints management system for dealing with consumer complaints, which shall be easily accessible, fair, confidential, swift and entirely free of charge.
2. The professional shall assign a person responsible for the complaints management system whom the consumer can contact by a telephone number and email address specifically designated for that purpose.
3. Should the professional not have its own complaints management system, they shall use the system available at the www.confio.pt website. Access to this

complaints management system must be provided in a clearly visible way on the professional's website.

4. For professional-owned complaints management systems, information regarding how to file a complaint must be provided to the consumer pursuant to Art. 7(1)(y).
5. In order to carry out an accreditation process, the complaints management system made available on the professional's website should also be available for audit by the accrediting entity.
6. The professional shall also make the electronic complaints book available on its website.

Article 17

Response to and mediation of complaints

1. The professional shall respond to the consumer complaint within a maximum period of 20 days after receiving it.
2. Should the complaint not be accepted, in full or in part, the professional shall, in their reply sent to the consumer, inform them of the possibility of resorting to conflict mediation and extra-judicial arbitration through an entity authorised for that purpose, part of the Consumer Arbitration Network, under the terms and for the purposes of the provisions of Law no. 144/2015, of 8 September, to which the professional shall voluntarily and automatically bind themselves to this mechanism upon request for accreditation and consequent subscription to this Code of Conduct.
3. The professional undertakes to accept the resolution of any dispute, arising from an act or contract concluded or falling within the scope of this Code of Conduct, by one of the entities referred to in the preceding paragraph and freely chosen by the consumer.

CHAPTER IV - PRIVACY, SECURITY AND MINORS

SECTION III - PRIVACY AND SECURITY

Article 18

Processing of Personal Data

1. Information on processing and protection of personal data should be easily accessible when collecting said personal data (e.g., via a designated “Informações sobre Dados Pessoais” [Personal Data Information] icon, button with a similar name or text window).
2. Information on processing and protection of personal data shall contain concise, transparent, comprehensible and easily accessible indications, using clear and simple language, namely including the following information:
 - a) Controller’s identity and contact information and, where appropriate, those belonging to its representative;
 - b) Contact information from the data protection officer, where appropriate;
 - c) Purpose and legal framework for the processing of personal data;
 - d) The existence of legitimate interests, where appropriate, of the controller or a third party;
 - e) The recipients or categories of recipients of personal data;
 - f) Any existing intention by the data controller to transfer personal data to a third country, considering the conditions necessary for that purpose;
 - g) Retention periods for personal data or, if not possible, the criteria used to determine those periods;
 - h) The rights that are conferred upon data subjects:
 - i. Right to information;
 - ii. Right of access;
 - iii. Right to rectification;
 - iv. Right to erasure (‘right to be forgotten’);
 - v. Right to restriction of processing;

- vi. Right to object processing; and
 - vii. Right to data portability.
- i) Possibility of filing a complaint with CNPD - Portuguese Data Protection Authority, the supervisory authority;
 - j) Whether or not the disclosure of personal data constitutes a legal or contractual obligation, or a necessary requirement for the conclusion of a contract, as well as whether the data subject must provide its personal data and the possible consequences of not providing such data.
3. The collection of personal data should be appropriate, relevant and limited to the explicit and legitimate purpose underlying the processing, perceptible to the customer, when collecting their data, by filling out information fields, which data are mandatory and which are optional.
 4. When necessary, consent shall be given by a clear positive act indicating a free, specific, informed and unequivocal expression of will that the data subject consents to the processing of their data.
 5. Before giving their consent, the data subject shall be informed of the right to withdraw said consent at any time.

Article 19

Information duties when browsing the professional's website

1. The client must be informed about the website's Cookies Policy, namely regarding its processing purposes and storage after the browsing period on the professional's website elapses.
2. The client must be informed of the presence of third-party tools, namely those providing services on social media, multimedia content sharing platforms, federated authentication and anti-automated controls.
3. The client must be informed that the software (about to be/)being used may be targeted in the collection of usage data, for the purpose of analysing trends and behaviours on the platform, always after anonymisation of said data and without storage of the complete IP address.
4. The client must also be informed of the right to oppose the practice referred to in the preceding paragraph and the use of their data to create fictitious profiles in this context.

Article 20

Email advertising

Whenever the professional contacts the client by email, the professional shall take into consideration the following principles:

- a) At the outset, email advertising may only be sent with the email owner's express consent;
- b) Consent may be withdrawn at any time and the owner must be informed of this possibility;
- c) Without the owner's express consent, email advertising is only allowed for the advertising of own goods or services, equal to or similar to those previously acquired by the advertising recipient, to the email address used for the acquisition of said goods or services and without its owner having opposed its use;
- d) The client shall be informed, in a clear and unequivocal way, before any type of email advertising campaign is carried out, of the right to oppose the use of their email for this purpose, without incurring any additional costs.

Article 21

Security and Privacy

1. The professional undertakes to adopt the appropriate technical and organizational measures to ensure a level of security and protection of the personal data being processed, so as to minimize the risks that may arise from it, including, as appropriate:
 - a) Encryption of personal data in communications;
 - b) Creation of mechanisms to ensure the continued confidentiality, integrity, availability and permanent resilience of processing systems and services;
 - c) To ensure availability and access to personal data in a timely fashion following the occurrence of a physical or technical incident;
 - d) Creation of a process to regularly test, assess and evaluate the effectiveness of the technical and organisational measures taken to ensure the security of the processing being done.

2. The professional must implement, on its website, technically reliable and adequate security systems which guarantee the security, integrity and confidentiality of the personal data collected and stored, of the communications carried out as well as the authentication and non-repudiation of transactions and payments made by consumers, through a security and encryption policy certified by a reputable and independent entity.
3. Information on the security systems referred to in the preceding paragraph shall be made available in a language accessible to the visiting consumer, shall be provided in English in the cases referred to in Article 6(2), and it may be accessed through click-through.
4. Before carrying out any transaction involving payment, the professional shall inform the consumer of the technologies used and the level of protection and security granted to their personal and financial data.
5. During a transaction, the authentication process (session) shall not exceed a reasonable maximum time, to be defined by the professional, after which it should be restarted.
6. Whenever the professional's website contains links to third party websites, that information should be provided to the consumer.

Article 22

Protection of intellectual and industrial property rights

1. The professional shall ensure that the information and databases made available do not infringe third party intellectual and industrial property rights.
2. The owners of trademarks, names, logos or companies and services names shall authorise the professional to make such information available on the website.

SECTION IV - PROTECTION OF MINORS

Article 23

Principles

1. The professional undertakes to provide visiting consumers to its website with a means of indicating their age before the beginning of any procurement procedure for goods or services.
2. Professionals are only allowed to conclude contracts with minors aged between 16 and 18 years old with a parent or guardian's prior consent.
3. Where the conclusion of contracts and the direct provision of information society services is not concerned, personal data belonging to children may be processed on the basis of the consent provided for in Article 6(1) a) of the GDPR only when they have reached the age of 13.
4. Should the child be under 13 years old, processing shall be lawful only if consent is given by the child's legal representatives, preferably by means of secure authentication.
5. For cases not covered in the preceding paragraphs, processing of personal data of minors shall be lawful only if consent is given by their legal representatives.
6. As soon as the consumer is identified as a minor and aware of their natural vulnerability and naivety, the professional shall make available clear information in accessible language regarding the request for the supply of personal data and intended purposes, as well as the need to obtain the authorization referred to in the preceding paragraph.
7. The professional shall encourage a greater involvement of parents or guardians in the minors' online activities, namely by providing information and technical tools for parental control.
8. The professional shall abstain from any practice that may encourage minors to hire online or provide personal data of their own or of third parties, namely abstaining from:
 - a) To reward the online supply of personal data of the minor themselves or of third parties with gifts, games and corresponding access, or any other advantage of similar effect;
 - b) To condition credit offers on legally contracted and authorised services conditional on the provision of personal data not yet collected, of the minor or of third parties;

- c) In general, to exploit their particular credulity, inexperience or sense of loyalty to third parties.

CHAPTER V - ACCREDITATION OF THE CONFIO TRUSTMARK AND ENFORCEABILITY OF THE CODE OF CONDUCT

Article 24

Accreditation, Application and Renewal of the CONFIO trustmark

1. The website's accreditation process for the award of the CONFIO trustmark takes place exclusively online and is initiated following an application for membership submitted at www.confio.pt, under the terms of the Trustmark award regulation.
2. The application process entails the subscription by the website owner of a statement of commitment to full compliance with the terms and conditions applicable to the CONFIO trustmark, namely those arising from the Code of Conduct and the CONFIO Trustmark award regulation, available for consultation at www.confio.pt.
3. The website owner may, at any time, request the activation of an accreditation process, under which an audit of its website must be carried out to confirm compliance with the terms and conditions applicable to the CONFIO trustmark.
4. The CONFIO trustmark shall be displayed on the accredited website's main page in accordance with the corresponding graphic standards manual.
5. The use of the CONFIO trustmark logo by non-awarded entities or websites, as well as its unauthorized reproduction or use, is a fraud to this Code, the partner entities reserving the right to sue those responsible.
6. The CONFIO trustmark is valid for one year and is renewable for equal periods, unless the website owner expresses interest to the contrary or loses, by any means, the right to use it.
7. Upon the CONFIO trustmark annual renewal, the website owner can request a new audit, in accordance with and for the purposes set out in Article 27.
8. Notwithstanding the provisions of the preceding paragraph, by not requesting a new audit upon the CONFIO trustmark annual renewal, the website owner takes full responsibility for maintaining compliance with the terms and conditions upon which it was awarded.

9. The CONFIO trustmark annual renewal without a new audit request may only occur up to a maximum of two renewals.

Article 25

Adherence to the Code of Conduct

1. Adherence to the Code of Conduct implies acceptance and application by the website owner of the rules therein set out regarding the commercial relationship between the website and consumers, ensuring the website's technical reliability and respecting the principles of security and privacy when processing personal data and, in the event of a conflict, the use by the consumer of one of the entities part of the Consumer Arbitration Network referred to in Article 17(2).
2. A website's accreditation under the provisions of the Code of Conduct relates solely to the verification of compliance with the rules set out therein and does not guarantee compliance with all provisions legally imposed on the professional, namely regarding the protection of consumer rights.

Article 26

Sanctions

1. The CONFIO trustmark may be withdrawn should any of the provisions of this Code of Conduct and the Trustmark award regulation, as well as the other terms and conditions under which it was awarded, not be complied with.
2. The following are grounds for the removal of the CONFIO trustmark:
 - a) Non-payment of the price corresponding to the renewal of the CONFIO trustmark;
 - b) Failure to comply with the conditions of use of the CONFIO trustmark;
 - c) Failure to comply with the mediation agreements or judgements from competent arbitration courts;
 - d) Compliance with a legal provision, judgement, arbitration or notification by an entity with legal jurisdiction to that effect.
3. Whenever the accrediting entity becomes aware of the occurrence of any of the reasons for removal of the CONFIO trustmark, it shall inform the website owner of

such circumstance, granting them 15 business days to remedy said situation or to provide the necessary justification for its occurrence.

4. For the purposes of the preceding paragraph, should the reason for the removal of the CONFIO trustmark remain and/or the reasons given be insufficient, the accrediting entity shall inform the website owner of the decision to remove the CONFIO trustmark, which shall be carried out within 15 business days.
5. The removal of the CONFIO trustmark under the provisions of this article does not give rise to the return of any amount paid by the website owner.
6. The accrediting entity reserves the right to start the legal mechanisms at its disposal in situations where the website owner refuses to voluntarily remove the CONFIO trustmark.

Article 27

Supplementary Audit

1. The professional awarded the CONFIO trustmark may request, at any time, a website audit as a complementary accreditation service, in order to verify the standards arising from this Code of Conduct.
2. All non-conformities are communicated to the corresponding website owner in order to make the necessary corrections and adjustments.
3. A supplementary audit shall require an additional payment according to the table available for consultation at www.confio.pt.
4. The Website accreditation obtained through audit shall be disclosed at www.confio.pt.

CHAPTER VI – FINAL PROVISIONS

Article 28

Accessibility for citizens with special needs

1. The professional shall ensure technical access of its website's content, information and functionalities to citizens with special needs, obeying design principles for accessibility, such as independent device access, use of keyboard and automatic voice-over (verbalization).
2. Should it not be possible to convert the home page, the accessibility referred to in the preceding paragraph may be secured through an alternative page or a sub-email.

Article 29

Navigability and Design

1. The professional shall ensure its website's good navigability.
2. The website shall have an attractive design and its contents shall be organized in a structured, clear way.

Article 30

Domain name and DNS settings

1. The professional must own a domain name which should point to the website object of accreditation.
2. Pursuant to the provisions of the preceding paragraph, the website owner may change the domain name to which said website is associated without losing the CONFIO trustmark. In these cases, they shall take full responsibility for maintaining compliance with the terms and conditions upon which it was awarded.
3. The domain name owner ensures that said website is properly configured according to the rules of parameterization and use established by the RFC technical documents (Request of Comments) for DNS and DNSSEC, current or future, applicable in this context.

4. The domain name owner shall ensure the redundancy of the DNS service by simultaneously configuring two or more authoritative name servers for the domain, which should preferably be in different locations, not share the same local network and be configured with IPv4 and IPv6 communication protocols;
5. The domain name owner shall ensure that it is configured with DNSSEC DNS security extensions and that these security extensions have been activated on all authoritative name servers for the domain;
6. The domain name owner shall ensure that digital signatures (RRSIG) associated with the DNSSEC domain name configuration are always up to date and are regularly updated, thus preventing them from expiring.
7. The domain name owner ensures that the DNSSEC private keys that allow the domain's digital signature have been generated in a robust way, are properly safeguarded and stored securely so avoid being obtained illegally;
8. The domain name owner shall also ensure that the domain is correctly configured and updated, namely that the delegation of DNS information to authoritative name servers (NS) and the synthesis of the public key DNSSEC domain (DS) is duly submitted to the upper hierarchical level.

Article 31

Cooperation with the competent entities

The accrediting entity and owners of websites accredited with the CONFIO trustmark shall be obliged to cooperate, under the applicable law and to the extent known to them, with the legal authorities responsible for criminal investigations, or with those whose task is to monitor or prevent compliance with the applicable law, namely the protection of consumer rights, intellectual property, safety, public health and commercial practices in general.

Article 32

Review process

Without prejudice to the immediate introduction, in this Code of Conduct, of changes that may be justified, the rules set out herein shall be periodically reviewed together by the partner entities in order to keep its content updated in accordance with relevant legal changes, market developments and applicable and directly applicable international practices.

Article 33

Gap interpretation and integration

1. The rules set out in this Code of Conduct shall always be interpreted in accordance with the most-favourable consumer treatment principle.
2. Without prejudice to the subsidiary application of the specific legislation applicable to similar cases, the partner entities are responsible for regulating the missing cases, on their own initiative or at the request of the professional addressed to the accrediting entity.

Article 34

Deadlines

Save when expressly provided for, the deadlines indicated in this Code of Conduct shall be counted continuously.

Article 35

Entry into force

This Code of Conduct shall enter into force on 29 October, 2021.

