

Terms and conditions

GDPR (General Data Protection Regime) - NEW TERMS AND CONDITIONS

The terms and conditions apply to all personal data collected through the website

<https://www.piconature.pt/>

RESPONSIBLE FOR DATA PROCESSING

A PICO NATURE, UNIPESSOAL, LDA, Rua das Dores, nº30, Valverde
9950-365 Madalena | Pico | Azores, Portugal, with the email:
info@piconature.pt, is responsible for handling all data in the website and personal data.

GENERAL ASPECTS

The use of the Site automatically assigns the status of the user and implies full acceptance, without reservations, of all the provisions included in the Terms and Conditions, in the version in effect at each time you access the Site. If you do not fully accept any of the established conditions, you should not access / use our Site. When consulting, using, or downloading the contents of the Site, you are committing yourself to respect the conditions established in this document. The User will be able to use the Site without the need for any registration. However, some of the Site's features may require registration.

COOKIES

What are cookies and what are they for?

Cookies are small text files sent to your computer or mobile device (mobile phone or tablet) when you visit our platform.

Cookies help us to collect information about your browsing habits in order to facilitate and personalize navigation according to your preferences by eliminating the need to repeatedly enter the same information.

What types of cookies do we use?

We use the following types of cookies on our platform:

Session cookies: they are temporary cookies, so there is no record on the user's hard drive. The information obtained by these cookies serve to analyse website traffic patterns and identify problems, which allows us to improve the content and navigation of the website.

Analytical cookies: these are cookies that allow us to carry out statistical analysis of how users use the website, allowing us to highlight products or services that may be of interest to users, as well as monitor the performance of the website, knowing which pages are most popular or to determine the reason some pages are receiving error

messages. These cookies are used only for the purpose of creating information and statistical analysis without ever collecting personal data.

Functionality cookies: Functionality cookies allow you to remember the user's preferences regarding navigation on the Websites, thus not needing to reconfigure and personalize it each time you visit.

Advertising cookies: these are those that allow us to more efficiently manage the offer of advertising spaces that exist on the website, as well as enabling to analyse your browsing habits and show you advertisements related to your browsing profile. They record the user's preferences and, therefore, you do not need to personalize the site each time you visit it.

SITE FEATURES

On the Site, the products / services are available and sold by A PICO NATURE, UNIPESSOAL, LDA, Rua das Dores, n°30, Valverde 9950-365 Madalena | Pico | Azores, Portugal, with the NIF 192173928. The information on products / services presented on the Site is only intended to provide a brief informative summary for better convenience and information for the visitor.

We take all measures to ensure that the information and data contained on the Site are accurate and up to date when entering it. However, updating or correcting this information is not guaranteed. We give no warranty, expressed or implied, as to the accuracy or completeness of any information (including information about goods and services) included on the Site.

We reserve the right to change, delete or move any information on the Site, at any time, without notice.

Users accept and expressly acknowledge that:

- The photographs presented on the Site are for illustrative purposes only and may not correspond to the actual appearance of the product / service. Thus, users should consult detailed information about the products / services and their characteristics specifications.
- The price presented is the recommended price, however, there may be spelling errors that may not enable us to supply the product if this is the case.
- We will make every effort to include accurate and up-to-date information about products / services on the Site. However, we cannot guarantee this.
- We do not guarantee stock of the articles included in the Site, nor do we take responsibility for discontinued articles.

REGISTERED USER

In order to access more features, the user will be able to register on the Site.

The User must fill out a form, in which, in addition to optional elements, he must indicate the following data:

- First and last name.
- E-mail address.
- Password when needed.

All information provided by the user must be accurate and true. The user must update the information provided whenever it undergoes any changes. The User is solely responsible for any false, incomplete, or incorrect statements that he makes and for the losses that they may cause to the company or to third parties, with the information that he provides.

We will not be responsible for any damages resulting from the improper or negligent use of the password defined by the user to access his account. The User must ensure the confidentiality of the password.

ACCOUNT FEATURES

The Registered user will have access to a personal area with the data he has indicated at the time of registration.

Through registration, the user will be able to access his account data, make changes and consult his orders with the company.

Personal Data and Data Security

Please refer to our Privacy and Cookies Policy.

INTELLECTUAL PROPERTY

Unless otherwise specified, the contents of the website, text, graphics, and photographs have rights reserved to the company and their use for commercial or other purposes is prohibited.

LIMITATION OF LIABILITY

The user will be responsible for the content of the information sent or transmitted to the Site.

It is known to the user that the use of the Site may not be 100% secure, with the possibility of the information sent / received being intercepted by unauthorized parties. Furthermore, the company is not responsible for failures in the security of communications and does not take any responsibility for the use, misuse of your information by third parties.

The user acknowledges that the access and use of the Site may suffer interruptions and that the information on the Site may contain bugs, errors, technical failures, problems, or other limitations. The Site may contain links to other websites or be accessed through other websites. The company cannot be held responsible for them, namely for the control of contents, availability, operability, or performance.

To the maximum extent permitted by law, the company excludes any direct or indirect liability for the use of the Site.

FINAL DISPOSITIONS

In the event of a breach of these Terms and Conditions, we reserve the right to take any legal action provided for. In addition, we reserve the right to terminate access or use of the Site, with or without notification given to the user.

The Terms and Conditions of use of the Site are regulated in accordance with the applied laws.

If any provision described herein is considered illegal, void, or for any reason unenforceable, that provision will be eliminated or reduced under the terms of the law, without affecting the validity and enforceability of the remaining provisions.

We reserve the right to change these Terms and Conditions without prior notice.

The User is bound by the version of the Terms and Conditions at the time of use, so we recommend your periodic consultation.

RIGHT OF RETURN

We inform you that any order placed on our platform implies acceptance of this order, and is automatically converted and recognized as a reservation / order.

Upon confirmation of the order by our company this reservation / order will give the consumer the right to return the product during a certain time span which, under the Law 78/2018, applies to a period of 14 Days. During this time, regardless of any apparent reason, the consumer can proceed to the return of the purchased item, at any time starting on the date the item is physically available to him.

We hereby inform you that the order placed on our website does not represent any type of transaction, purchase or bond until the order is confirmed by our company. We also inform you that the purchase is completed when the company issues an invoice emitted according to a certified invoicing program, in accordance with the legally required. This invoice accompanies the goods reserved or ordered by the customer.