

TERMS AND CONDITIONS

1. Subject: the online shop and the user

1.1 The online shop. Who we are These Terms and Conditions (hereinafter the "T&C") govern access to and use of the online shop at www.suffadesign.com (hereinafter the "Website", the "Shop"), as well as the purchases made Shop, by its users, to the exclusion of any others (namely, the conditions of sale in our physical spaces).

The website is owned and operated by M.G. FERNANDES - INDÚSTRIA DE ESTOFOS, UNIPESSOAL, LDA, with head office at Rua da Zona Industrial, n.º 1180, 4580-565 Lordelo, with Tax ID Number 509 440 665 (hereinafter "We", "Us", the "Company" or "Suffa"). You can contact us by post, to our address, or by phone at 255 861 359 and by email at comercial@suffadesign.com.

Suffa reserves the right to modify and update the Store T&C from time to time and without prior notice. The Customer must therefore consult the T&C in force whenever making a purchase in the Store.

All rights of ownership and/or exploitation of the Site's content (texts, images software, links, audiovisual or sound content, graphic design, source code, etc.) as well as trademarks and other distinctive signs belong to the Company. The user does not acquire any right over them for the mere use of the Site.

1.2 The user

The Store is intended for use by non-professional consumers, i.e. natural persons who purchase the goods sold in the Shop for personal/non-professional use (private, domestic family) (hereinafter referred to as the "Customer" or "User").

By using and purchasing from the Store, the Customer declares to be of legal age and to have the legal capacity to make purchases from the Site.

It is prohibited to use the Site with the aim of damaging assets, rights or interests of the Company or third parties, as well as to make any use that alters, damages or renders useless the networks servers, equipment, products and computer programs of the owner of the Site or of third parties.

The User is prohibited from:

- a) reproduce, copy, distribute, make available to third parties, publicly communicate transform or modify the contents of the Site, except in the cases contemplated in the law or expressly authorised by Us;
- b) reproduce or copy for private use the software or the databases existing on the Site
- b) reproduce or copy for private use the software or databases existing on the Site, as well as to communicate them publicly or make them available to third parties when this imply their reproduction;
- c) extract or reuse all or a substantial part of the contents of the Site.

The Client's use of the Site implies unreserved acceptance of the T&C, as well as the Privacy Policy and the Cookies Policy in force at any given time. If the Client does not accept any of the conditions set out herein, you should not access/use the Store.

2. Articles

2.1 Characteristics of the articles

The Customer acknowledges and accepts that the images of the articles on the Site are merely illustrative and the Customer should carefully read the description and characteristics of the description and characteristics of the products. In case of doubt, the Customer may contact the Store in order to obtain additional additional information.

In particular, the visualisation of the images displayed on the Website may vary due to the characteristics of the screen and/or equipment used by the Customer when using the Website.

2.2 Availability of articles

All purchases of articles are subject to stock availability.

In the event the product selected by the Customer is out of stock, upon receipt of the order, Suffa will Suffa shall immediately inform the Customer, and the Customer may choose to cancel the purchase and request reimbursement of the the amount paid or to order another product with the same or a higher price, in which case the Customer price, in which case the Customer shall pay the remaining amount.

3. Price

The price of the items indicated on the Website corresponds to the total amount payable by the Customer for the purchase the product, excluding transport, delivery and assembly costs.

Whenever there are promotions, sales or liquidations, these shall be identified as such, indicating the percentage or value of the discount, as well as the respective effective date.

Suffa reserves the right to change the price of the articles at any time and without prior notice.

notice. Suffa guarantees that, during the purchase process, the price of the articles shown on the Website will not be altered.

Unless otherwise stated, all prices on the Website are in Euros, including VAT. Transport, delivery and assembly fees and expenses are the Client's responsibility and may vary depending on the order and place of delivery of the items. The value of taxes and expenses of assembly will be detailed during the order process, before the Customer completes the purchase.

finalisation of the purchase by the Customer.

It is the Customer's responsibility to check the prices displayed before validating his or her order.

4. Purchasing process

4.1 Realisation of the purchase

The Customer must contact the company via email, comercial@suffadesign.com, indicating the indicating the model he/she wishes to purchase.

The order and purchase process includes several steps and should be completed within of 1 day.

1º: Selection of products

The Customer must select the products he/she wishes to buy from the site.

2º: Sending details of the order

The Customer must send to the following email comercial@suffadesign.com the indication of the products you wish to buy and the following data:

- (i) Personal data,
- (ii) Delivery data,
- (iii) Delivery mode,
- (iv) Billing Data

3º: Confirmation of purchase by Suffa

Your purchase is confirmed by Suffa with the sending of the order confirmation and summary to the email indicated by the Customer, together with a copy of the T&C.

We suggest that you save and/or print the purchase confirmation for future reference.

4.2 Right not to accept the order or to cancel the purchase

Suffa reserves the right to refuse any order for any reason

We further reserve the right to cancel any purchase (even if it has already been accepted by us) in the following situations (among others), without liability for any damages or costs:

The product is no longer available/in stock (payments will be returned to the customer);

The purchase and billing information is not correct or verifiable;

The order is flagged by our security systems as an incorrect order or an order incorrect order or an order susceptible to fraud;

If we have evidence that the Customer is a minor;

If we have evidence that the Customer is a reseller;

If we are unable to deliver to the address provided.

Suffa also reserves the right to limit the maximum purchase quantity of the items.

5. Reservation of title

Suffa reserves the ownership of the products until receipt of full payment of the including transport fees, delivery and assembly.

6. Payment

6.1 Methods of payment

The Client has the option to pay the price of the items by bank transfer.

The price shall be considered paid when Suffa has received the respective payment.

Any bank charges due for the selected method of payment shall be the Client's responsibility of the Customer.

We do not accept any other method of payment than the one mentioned. Should the Customer attempt to

payment by any method other than those specified, Suffa shall not be

6.1 Suffa shall not be liable for loss of payment or any other damages whatsoever.

6.2 Data verification

For the security of its Customers and the security of the transactions performed on the Website, Suffa reserves the right to

the right to verify the data communicated by the Client.

This data verification may include address verification, credibility and

fraud verification. Should it not be possible to perform the data verification due to a lack of response from the Client, the

purchase will be cancelled, without any liability for Suffa.

Suspected fraud will be investigated and, if necessary, prosecuted.

6.3 Penalties

Penalties of an amount equal to the interest rate may be applied as of right to the unpaid amount at the end of a ten

paid at the end of a period of ten days after the date of the order or upon notification of refusal of bank payment.

7. Delivery of Items

Depending on the items purchased, delivery may be made at the Customer's choice, either at the

Company's premises or at the address indicated for this purpose.

The options of transport type, time and costs are presented in the purchasing process and delivery location, the type, quantity and volume of items ordered and the service service chosen by the Customer.

It is not possible to select different delivery methods for different articles in the same order.

7.1 Delivery at the Company's premises

Delivery to the Company's premises at [address] is possible for certain items, as identified on the Website.

The Articles will be collected on presentation of the proof of purchase and the identity document of the

identity document of the Customer who placed the order or of the person indicated by the Customer to

in the purchasing process.

7.2 Delivery to the address indicated by the Customer

Depending on the type, quantity and volume of the items purchased, delivery to the address

indicated by the Customer, delivery may be made by a common carrier or by a

carrier, which has a delivery traceability system and can be delivered in one or more

one or more times.

Delivery by common carrier:

The Customer will be informed by the carrier of the delivery date.

Delivery by a common carrier will be made to the street door; the carrier's employees will not enter the house, house

carrier will not enter the Renter's house, flat or room.

The Customer may request a change to the proposed delivery date by following the instructions

instructions that will be given to the Customer by email or SMS.

Upon delivery of the Articles, the Customer or the third party indicated by the Customer must sign a

delivery slip, which shall constitute proof of delivery of the products by Suffa and of their receipt by the Customer.

the Customer.

In the event of absence of the Customer, the carrier shall contact the Customer or the third party third party indicated by the Customer by telephone to set a day and time to repeat the delivery.

In the absence of the Customer or the third party indicated by the Customer on the second visit of the carrier, the

the items will be delivered to a parcel delivery point of the Carrier and will be

kept there for a maximum period of 10 days. The carrier may charge storage costs.

storage costs.

If the Customer fails to collect the Articles from the parcel delivery point within the time limit,

they will be returned to Suffa.

The Customer may request a redelivery of the Articles at its own expense by contacting Suffa's Customer Service Department within one month at the latest.

Delivery by specialised carrier:

Delivery by a specialised carrier occurs when bulky items are involved and is and is carried out in the division of the Customer's choice and includes unpacking and recovery of plastics and plastics and packaging.

Before delivery of your order, the Customer must check that the accessibility of your home is compatible with the ordered articles under normal handling conditions for two people.

Under no circumstances are carriers authorised to pass the articles through a floor window or to use additional equipment.

If the delivery location does not allow the normal delivery of the articles, the Customer may incur additional additional delivery charges.

The date and time of delivery (which is expected to last half a day) are agreed between the Customer and the specialised carrier.

If the Customer is absent, the carrier will contact the Customer or a third party third party indicated by the Customer by telephone to set a day and time to repeat the delivery.

If the Customer or a third party indicated by the Customer is absent during the second visit of the

visit of the Carrier, the items will be delivered to a parcel delivery point of the delivery point of the Carrier and will be kept there for a maximum period of 3 weeks. The carrier may charge storage costs.

The Customer may request redelivery of the Items at his own expense by contacting carrier.

Assembly Option:

Carriers are not authorised to assemble the delivered items.

The Customer may request a paid assembly service, whose value will be discriminated in the

The Customer may request a paid assembly service.

7.3 Defects observed during and after delivery

We recommend that the Customer or the third party indicated by the Customer who receives the articles

before signing the delivery note.

In the event of any non-conformity with the packaging or articles caused by caused by transport, the Customer or the third party indicated by the Customer must refuse delivery.

If the Customer accepts delivery, he/she must

- Take photographs of the defects observed;
- Immediately contact Customer Services on [telephone] or by e-mail at contact@Suffa.com, informing us, in a clear and detailed way, of all the defects and defects and non-conformities detected.

If the Customer unpacks the article in the absence of the carrier and detects a defect, they must contact the Customer Service Department. A process will then be initiated

our services to evaluate the case and determine whether the defect is covered by covered by the legal guarantee and if there will be place for repair, replacement of the product or other

type of remedy as provided by law.

If our services do not confirm the existence of a defect or conclude that the same the legal guarantee, there will be no refund and the Customer must bear the repair repair costs and, if any, return costs, which are estimated at approximately €130.00 maximum.

7.4 Delivery time

The delivery times for the different delivery methods are estimated and start counting upon receipt of payment and shall not exceed forty-five

five (45) consecutive days from that date, unless otherwise agreed between the Company and the Customer.

If the period of forty five (45) days is exceeded and no other period is agreed with the Customer, and there is no case of force majeure, the Customer may terminate the contract. A termination of the contract for a period longer than forty-five (45) days must be made in writing by registered letter with acknowledgement of receipt. The reimbursement of the amount

of the goods not delivered within 45 (forty-five) days will be made within 14 days from the date of receipt of the communication of withdrawal from the contract.

7.5 Delivery error

If the Customer receives a product other than the one he/she purchased, he/she must refuse delivery.

If the Customer only becomes aware of the delivery error later, he/she should contact the delivery error later, the Customer should contact Customer Services so that the delivery can be corrected.

8. Legal right of withdrawal

8.1. Right of withdrawal

The consumer has the right to freely terminate this contract within 14 calendar days, without calendar days, without giving any reason.

The period for exercising the right of withdrawal expires 14 days from the day after the day on which you acquire, or a third party other than the carrier and indicated by you acquires physical possession of the goods or the last good.

In order to exercise his right of free withdrawal, the Customer must notify us, M. G.

Fernandes Indústria de Estofos Lda., with registered address at Rua Zona Industrial, n.º 1180, 4580-565

Lordelo, email comercial@suffa.com his decision to terminate this contract by unequivocal statement (e.g. letter sent by post, fax or e-mail).

e-mail). You may use the model withdrawal form, but it is not obligatory.

For the period of withdrawal to be observed, it is sufficient for you to exercise the right of withdrawal before the expiration of the withdrawal period.

8.2 Effects of the free withdrawal

In the event of withdrawal from this contract, the Customer shall be reimbursed for all payments payments made, including delivery costs (with the exception of additional costs resulting from costs resulting from your choice of a type of delivery other than the least expensive type of shipping method offered by us), without undue delay and in any event not later than 14 days from the date of delivery.

14 days at the latest from the date on which we are informed of the Customer's decision to termination of the present contract. We shall make these refunds using the same means of the Customer used for the initial transaction, unless expressly agreed otherwise by the Customer; in

the Customer; in any event, the Customer will not incur any costs as a result of such refund. such reimbursement.

If the right of free withdrawal is exercised with regard to a part of the order, the delivery costs by flat rate these will not be refunded to the Customer.

We may withhold reimbursement until we have received the returned goods, or until you provide proof of dispatch of the goods, whichever is earlier

You must return the goods or hand them over to M. G. Fernandes Indústria de Estofos Lda. head office at Rua Zona Industrial, n.º 1180, 4580-565 Lordelo, without undue delay and 14 days at the latest from the day on which you inform us of the free termination of the contract. The deadline is considered to have been met if you return the goods before the expiry of the 14-day period.

If the period expires on a Saturday, Sunday or public holiday, it shall be extended to the next working day.

following working day.

The Customer has to bear the direct costs of returning the goods. These costs are estimated at €130.00 maximum.

The item(s) must be returned in as-new condition, without having been subject to any use, including assembly, and in its original packaging intact. You are only liable for depreciation of the goods resulting from handling other than that necessary to ascertain the nature, characteristics and functioning of the goods. The right of withdrawal does not apply to goods produced according to the Customer's specifications.

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The Customer has to bear the direct costs of returning the goods. These costs are estimated at € 130.00 maximum.

The item(s) must be returned in as-new condition, without having been subject to any use, including assembly, and in its original packaging intact. You are only liable for depreciation of the goods resulting from handling other than that necessary to ascertain

the nature, characteristics and functioning of the goods. The right of withdrawal does not apply

The right of withdrawal does not apply to goods produced according to the Customer's specifications.

9. Legal Guarantees

Suffa is responsible, under the terms of the provisions of Decree-Law 67/2003, of 8 April (altered by Decree-Law 84/2008, of 21 May) for any non-conformity verified by the

by Decree-Law no. 84/2008, of May 21) for any non-conformity that occurs

the delivery of the goods and which becomes evident within a period of 2 (two) years from the

the delivery date, provided that Suffa is notified within a maximum period of 2 (two) months, as from the

from the date on which the Customer has detected it.

In the event of non-compliance, the Customer must inform Suffa as soon as it becomes

of the same, to the Customer Service Department:

- By telephone (Tuesday to Friday, from 10 a.m. to 6 p.m.);

- By mail: Suffa - Customer Service, Rua Zona Industrial, nº 1180, 4580-565 Lordelo, Portugal.

- By email: comercial@suffa.com

In order to analyse the non-conformity of the articles, the Customer must deliver the products to

to Suffa; our services will evaluate the case and determine whether there will be place for the repair or

replacement of the product or another type of solution, as required by law. The costs of

delivery of the goods to Suffa shall be borne by the Customer; should our services conclude that the

that the non-compliance is covered by the legal guarantee, these costs shall be reimbursed to the

Customer within 14 (fourteen) days of receipt of the item.

The following circumstances are not covered by the guarantee:

- Lack of conformity of the articles detected after the legal warranty period;
- Articles modified or repaired directly by the Customer or by third parties not modified or repaired directly by the Customer or by a third party not authorized by Suffa;
- Articles damaged as a result of improper use, storage, conservation or assembly inadequate, lack of maintenance, use that does not respect the Store's recommendations;

- Articles damaged by external objects or external events (in particular, accidents collisions, fire, acts of vandalism, electrical discharges, damage caused by water or humidity, natural or artificial light in case of discoloration, bad weather,)

10. Force majeure

Suffa shall not be liable for the non-performance or delay in performance of any obligation arising from these T&Cs, the purchase in the Store or the Act, when such non-performance or delay results from a force majeure event, which includes any event act or omission, beyond the reasonable control of the Company.

If circumstances of force majeure occur, Suffa shall endeavour to contact the Customer with the circumstances preventing the timely performance of the agreement.

the contract.

If the event of force majeure lasts for more than thirty (30) days from the date on which it commences, both

Suffa and the Client may terminate the contract for the purchase of items in the either party may claim compensation for damages. Termination of the contract

for reasons of force majeure must be made in writing by registered letter with acknowledgement

letter with acknowledgement of receipt.

11. Obligations of the User

The User's obligations, among others resulting from these T&C and the Law, are to

Comply with these T&C and applicable law while using the Website;

Provide correct, true and current data when making purchases in the Store

and, whenever necessary, correct or update the data;

Not give the articles a commercial use, namely the resale of goods;

Ensure that your access data to the Customer Account remain secure and are not are not unduly used by third parties.

12. Privacy and Protection of Personal Data

Suffa is committed to protecting the privacy and confidentiality of information relating its employees, clients, partners, as well as any other persons with whom it has a relationship.

relations. To this end, Suffa, as the party responsible for data processing, shall

respect the rules and regulations with regard to the protection of personal data:

the General Data Protection Regulation, Regulation (EU) 2016/679 of the European Parliament

European Parliament and of the Council, of 27 April 2016, and the Data Protection Act, Law no. 58/2019,

of 08.08.2019.

Suffa's activity - sale of items in the Store and transport, delivery and assembly services -

depends on the collection and processing of Clients' personal data, namely:

- Name, address, email address, telephone number, taxpayer number, for fulfilment of the contract of sale of the articles, fulfilment of legal obligations and legitimate interest of commercial management of the Store's activity and contacts with the Customers;
- address, e-mail address and telephone number, for marketing purposes, whenever authorised by the Customer.
- The personal data requested in the Customer Account and purchasing process forms, whenever indicated as "mandatory", are indispensable for the conclusion and execution of the contract of purchase and sale of the articles of the service by Suffa.

Suffa takes all appropriate measures to ensure the security and confidentiality of the personal data processed. Consequently, personal data is only accessible and accessed by employees and service providers who need to consult the data in order to the purposes for which they were collected.

Personal data may be transferred outside the European Union for hosting purposes by our service providers. Where personal data is transferred by Suffa to one of its sub-contractors outside the EU, based in countries that are not considered by the European Union as providing an adequate level of protection, Suffa undertakes to conclude a transfer agreement, following the standard data protection clauses adopted by the European Commission or the Binding Corporate Rules, as the case may be, to regulate the transfer of personal data to recipients and/or processors located outside the European Union.

The personal data processed by Suffa shall be kept for the period necessary to carry out the the purposes for which they were collected, without prejudice to the existence of longer periods imposed by law or resulting from limitation or prescription periods in order to exercise the rights of the

rights of the Company.

Under the terms of the applicable legislation, the Customer is guaranteed the right to access, rectify and update their personal data, directly or by written request, as well as the right to

request in writing, as well as the right to erasure, limitation of processing and opposition to the use of

purposes indicated, as well as the right to withdraw consent to the processing of data that is carried out on such grounds. To this end, the Customer must contact the Company as the party responsible for the processing of the personal data:

- By mail: Suffa - Customer Service, Rua Zona Industrial nº 1180, 4580-565 Lordelo, Portugal.

- By email: comercial@suffa.com

After receiving the Customer's contact to exercise their data protection rights, Suffa shall proceed to verify the identity of the Client, through suitable means.

The Client's request will be answered within one month.

The Customer also has the right to lodge a complaint with the Portuguese Data Protection Commission, with address at Rua de São Bento, 148 - 3º, 1200-821 Lisbon; telephone +351 213 928 400; fax +351 213 976 832; email geral@cnpd.pt.

The Client may consult Suffa's privacy policy, accessible at www.suffa.com.

13. Liability

Suffa shall only be liable for damages suffered by the Client as a result of a breach of contractual and/or legal obligations attributable to the Company.

In particular, Suffa shall not be liable for any loss or damage caused by misuse of the Site that is not directly attributable to it by way of intent or grossly negligent or for information incorrectly presented on the Site.

Suffa, as the owner of the Site, shall not be liable for the fraudulent use and/or introduction of malicious programmes or any other damaging computer element on the Site and for the damage that may arise therefrom to the Client or to his or her computer equipment.

Suffa does not guarantee uninterrupted access to the Site or the inexistence of access or connectivity.

Whenever the Site includes links to third-party websites, the Client is responsible for the browsing and consulting these websites. We recommend that you carefully read the conditions of use of third-party websites and services, even if accessible via links contained on the Website.

Suffa shall also not be liable for any damages suffered by the Client or third parties resulting

third parties resulting from the use of our products, unless such damages are the result of intent or

serious negligence of the Company.

Purchases made by the Client through his/her Client Account shall be deemed to have been made by the Client, and Suffa shall not be

account, and Suffa shall not be liable for the abusive or fraudulent use of the details of the

data of the Client and the Client Account. 5. The consultations of data and information carried out within the

and MOVIFLOR declines any liability resulting from the abusive or fraudulent use of the Customer's data and the respective Customer Account.

any liability arising from the abusive or fraudulent use of the information obtained.

14. Applicable law

These T&C and all disputes arising out of or in connection with these terms and conditions

and the use of the Site and the making of purchases from the Store are governed by Portuguese Law.

15. Complaints. Customer Support

The Customer may send any complaints to Suffa, through the contacts indicated

in 1.1 or contact Customer Service:

- By telephone (Tuesday to Friday, 10:00 a.m. to 5:00 p.m.): [●]

- By post: Suffa - Customer Service, Rua Zona Industrial nº 1180, 4580-565 Lordelo, Portugal.

- By email: comercial@suffa.com

If the Customer detects any problem during delivery, the use of the articles or needs any clarification, he/she may also contact the Customer Support Service.

The Customer may also make complaints through the Electronic Complaints Book.

16. Dispute Resolution

For any dispute arising from the application of these Terms and Conditions, the Customer may

Portuguese Courts, as well as to Consumer Alternative Dispute Resolution Entities, which

resolution of disputes through mediation, conciliation and arbitration procedures, outside the courts,

conciliation and arbitration procedures, outside the courts:

- Lisbon Consumer Conflict Arbitration Centre - <http://www.centroarbitragemlisboa.pt/>
- Centre for Arbitration of Consumer Conflicts of Vale do Ave / Arbitration Court - <http://www.triave.pt/>

- CIAB - Centre for Information, Mediation and Consumer Arbitration (Consumer Arbitration Court) - Arbitration Court) - <http://www.ciab.pt/pt/>
- CNIACC - National Centre for Information and Arbitration of Consumer Conflicts - <http://www.arbitragemdeconsumo.org/>
- Centro de Arbitragem de Conflitos de Consumo do Distrito de Coimbra (Arbitration Centre for Consumer Conflicts in the District of Coimbra) - <http://www.centrodearbitragemdecoimbra.com>
- Information, Mediation and Arbitration Centre for Consumer Conflicts in the Algarve - <http://www.consumoalgarve.pt>
- Consumer Information and Arbitration Centre of Porto - <http://www.cicap.pt>
- European Platform for Online Dispute Resolution - <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>