Digital Services Act Policy

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1. Introduction

This Digital Services Act Policy ("DSA Policy") is published by Nuclei Technologies, Unipessoal Lda (the "Company", "we", "us" or "our"), a company established in Portugal with registered office at Rua Quinta da Lobita 65, 3A, 2775-621 Carcavelos, Lisbon, Portugal.

This DSA Policy applies to Users (as defined in our Terms and Conditions available at gonuclei.com/terms-conditions) who access or use our Platform from within the European Union. It sets out our obligations and your rights in connection with Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market for Digital Services and amending Directive 2000/31/EC (the "DSA").

This DSA Policy forms part of and should be read together with our Terms and Conditions and Privacy Notice, both of which are incorporated herein by reference. Capitalised terms not defined in this DSA Policy shall have the meanings given to them in the Terms and Conditions.

2. Our Status Under the DSA

Nuclei Technologies, Unipessoal Lda operates the Platform through which it sells digital gift cards and travel products directly to Customers as a merchant-of-record across the European Union.

We are not an "online platform" within the meaning of Article 3(i) of the DSA. We do not qualify as a "Very Large Online Platform" (VLOP) or a "Very Large Online Search Engine" (VLOSE) as defined under Articles 33 and 34 of the DSA. Accordingly, the more extensive obligations applicable to online platforms and VLOPs under Chapters III and IV of the DSA do not apply to us.

We act as the seller and merchant-of-record for all Services purchased through the Platform. We do not host third-party content for dissemination to the public in the manner contemplated by the DSA's definition of an online platform. We contract in our own name, collect payments in our own name and for our own account, and we do not receive or hold funds on behalf of any third party.

Our DSA obligations are those applicable to intermediary service providers of our type, to the extent relevant to our specific services like uploading of video/image based greeting for gifting to users and in accordance with applicable guidance from the competent national authority.

3. Prohibition on Illegal and Harmful Content

We are committed to maintaining a lawful, safe and respectful environment for all Users. The types of content and conduct that are prohibited on our Platform are set out, on a non-exhaustive basis, in Section 10 (Acceptable Use) of our Terms and Conditions, which are incorporated herein by reference and apply to your use of the Platform. The categories listed in Section 10 serve as a guide and do not limit the scope of content or conduct that we may determine to be illegal or harmful.

Any breach of these prohibitions may result in the immediate removal of the relevant content, restriction or suspension of your access to the

Platform, termination of your access to the Platform in cases of serious or repeated infringements, and, where legally required or appropriate, referral to competent national authorities, including law enforcement. Any such measures will be proportionate and in accordance with applicable law, as further described in Section 15 (Termination) of our Terms and Conditions.

4. Notice and Action — Reporting Illegal or Harmful Content

If any individual or entity encounters content on our Platform that they believe to be illegal or in breach of our Terms and Conditions, they may submit a report to us using our notice mechanism described below.

4.1 How to Submit a Report

Reports may be submitted through the following dedicated channel:

DSA Content Report Channel

- **Email:** help@gonuclei.com
- **Post:** Nuclei Technologies, Unipessoal Lda, Rua Quinta da Lobita 65, 3A, 2775-621 Carcavelos, Lisbon, Portugal

4.2 What to Include in Your Report

To assist us in assessing your report effectively, please include the following information where possible:

- A clear and substantiated explanation of why you consider the content to be illegal or in violation of our Terms and Conditions, including the specific legal provision(s) or policy rule(s) you believe have been breached;
- The precise electronic location of the content (e.g., a URL or equivalent identifier) sufficient to allow us to identify it without undue difficulty;
- Your name and email address, where the report concerns content you consider to be illegal (anonymous reports concerning

suspected violations will still be accepted and considered); and
- A statement confirming that you have a good-faith belief that the information contained in the report is accurate and complete.

5. How We Handle Reports

5.1 Acknowledgement

Upon receipt of your report, we will send a prompt acknowledgement to the email address you have provided.

5.2 Assessment

We will conduct a diligent, objective, and non-arbitrary assessment of each report, taking into account all relevant circumstances, including the nature and gravity of the alleged illegality, the applicable legal framework, and any contextual information provided by the reporting party. In case the report gives rise to a suspicion of a criminal offence involving a threat to the life or safety of a person we will inform the respective law enforcement or judicial authorities according to Art. 18 DSA.

5.3 Actions We May Take

Following our assessment, and where we determine action to be appropriate and proportionate, we may take one or more of the following steps:

- Removal of or disabling of access to the reported content;
- Issuance of a warning to the User responsible for the content;
- Temporary restriction or suspension of the User's access to the Platform in accordance with Section 15 (Termination) of our Terms and Conditions;
- Permanent termination of the User's access to the Platform in cases of serious infringements; and
- Referral of the matter to competent law enforcement or regulatory authorities, where we are under a legal obligation to do so or where we deem such referral to be in the public interest.

5.4 Notification of Outcome

We will notify the reporting party of our decision and provide clear and specific reasons for it (including the legal or contractual basis, relevant facts) and available redress options without undue delay. Where we use automated tools in processing/decisions, we will inform you accordingly. Where action is taken against a User, we will also notify that User of our actions and statement of reasons and available redress options in accordance with our account management procedures, except where doing so would be unlawful or where we are directed otherwise by a competent authority.

5.5 Response Timeframes

We aim to act expeditiously in all cases. Response times will vary depending on the complexity of the report, and the legal requirements applicable in the relevant jurisdiction. Reports concerning content that poses a manifest and serious risk to life or public safety will be prioritised.

6. Complaints and Redress

If you are dissatisfied with a decision we have taken in connection with a report or any content moderation action, you may submit a complaint to us through the contact details set out in Section 4.1 above, clearly marked as a "DSA Complaint".

We will review all complaints submitted in good faith in a timely, diligent, and non-arbitrary manner and communicate our reasoned decision to you. Complaints submitted under this DSA Policy do not affect your rights under Section 8 (Non-Conformity and Complaint Procedure) of our Terms and Conditions, which continues to govern complaints relating to the performance of the Services.

Where our decision on a complaint remains unsatisfactory to you, you may have recourse to:

- The Digital Services Coordinator for your country of residence, being the national competent authority designated under Article 49

of the DSA; and
- Courts of competent jurisdiction in accordance with applicable law, as set out in Section 19 (Governing Law and Jurisdiction) of our Terms and Conditions.

7. Measures Following Orders of Competent Authorities

Where we receive a binding order from a competent judicial or administrative authority pursuant to Article 9 (orders to take action against illegal content) or Article 10 (orders to provide information) of DSA, we may be required to take specific measures in order to comply with our legal obligations.

Such measures may include, depending on the content and scope of the order:

- the removal of or disabling access to specific content;
- the restriction or suspension of access to specific functionalities or services;

Measures taken pursuant to Articles 9 or 10 of the DSA are carried out solely for the purpose of complying with a legally binding order and may differ from actions taken:

- under our Terms and Conditions, or
- as a result of user reports submitted through our notice-and-action mechanism.

Where not prohibited by the order itself or other legal obligations, we will inform affected Users of the measures taken and the general reasons for them and possible options for redress.

8. Transparency

We are committed to acting in an open and accountable manner in relation to our content moderation activities. We publish transparency reports or other disclosures concerning our notice-and-action

practices, as required by law, in accordance with the timelines and formats prescribed by law and will make such information publicly available on our Platform.

9. Competent Regulatory Authority

As a provider established in Portugal, our competent national authority for DSA purposes is the Autoridade Nacional de Comunicações (ANACOM), or such other authority as may be designated as the Digital Services Coordinator for Portugal from time to time.

You may also contact the Digital Services Coordinator in your own habitual State of residence if you have concerns about our compliance with the DSA. A list of designated Digital Services Coordinators is available on the European Commission's website.

10. Contact Us

For any queries relating to this DSA Policy, please contact us at:

Single Point of Contact for Authorities

Nuclei Technologies, Unipessoal Lda Rua Quinta da Lobita 65, 3A, 2775-621 Carcavelos, Lisbon, Portugal Email: help@gonuclei.com Website: www.gonuclei.com Languages: Portuguese

Point of Contact for Recipients of the Service

Nuclei Technologies, Unipessoal Lda Rua Quinta da Lobita 65, 3A, 2775-621 Carcavelos, Lisbon, Portugal Email: help@gonuclei.com Website: www.gonuclei.com

11. Amendments to This DSA Policy

We reserve the right to amend this DSA Policy at any time to reflect changes in applicable law, regulatory guidance, or our internal practices, in accordance with Section 16 (Amendments) of our Terms and Conditions. Material changes will be communicated to registered

Users in advance by email or through a prominent notice on our Platform. Your continued use of our Platform following the effective date of any amendment shall constitute your acceptance of the revised DSA Policy.

Related Documents

- Terms and Conditions — gonuclei.com/terms-conditions
- Privacy Notice — gonuclei.com/privacy-policy