

## **Terms and Conditions and Privacy Policy of the Application**

These “Terms and Conditions of Use and Privacy Policy of the Application” (“TERMS AND CONDITIONS”) is a legal agreement between the licensee (natural or legal person) (the “LICENSEE”) and **FILHO SEM FILA SOFTWARE LTDA. (SCHOOL GUARDIAN)**, company registered with CNPJ under number 23.439.073/0001- 80, headquartered at Avenida Industrial, No. 780, Cj. 2.407, Jardim, Zip Code 09.080-500, Santo André/SP, hereby represented by its managing partner, hereinafter referred to simply as “FILHO SEM FILA”, the sole and exclusive owner of the application for mobile devices with, among other additional services, a focus on the arrival notice of those responsible for the pick-up of students (hereinafter simply “Application”), the brands, names, and the domain associated with the FILHO SEM FILA brand

### **Definitions**

The following terms in this document will have the meaning set out below, either in the plural or singular form, whenever used in capital letters:

**Licensee:** All users of the FILHO SEM FILA app in all its spheres and functionalities (partial or total), student, guardian and/or school/educational institution, who hires a license for its use in a paid or unpaid manner. This term is used when the conditions of this instrument are applicable to all types of licensees highlighted below.

**Licensee - Institution:** Educational institution that contracts FILHO SEM FILA products and services so that the licensed employees/collaborators/legal guardians of the students use the referred products and services together.

**Licensee - Legal Responsible (s)/Employee (s)/Contributor (s):** User (Employees/ Collaborators of Licensee Institution), as well as the Legal Guardians (and their children and dependents) of Licensee Institution students who use the FILHO SEM FILA products and services.

**Licensee - School Bus:** user who transports the children or dependents of the Responsible Licensee and uses the school transport module.

**Portal:** means the place where the Application will be made available for LICENSEE access, whose electronic address is as follows: [Painel.filhosemfila.com.br/codigodaescola](http://Painel.filhosemfila.com.br/codigodaescola);

**Application:** means FILHO SEM FILA's proprietary software through which the LICENSEE (S) may manage, control, and issue student arrival notices for schools and/ or educational establishments from the cell phone/tablet or any other connected device of the legal guardian. This includes all other functionalities (modules), active or not, that may be created by FILHO SEM FILA and hired by the LICENSEE (S).

**Registration Information:** Set of information made available and inserted by the LICENSEE - INSTITUTION in the application that identifies the other LICENSEE and their respective child (ren) or dependent (s), such as name, address, date of birth, telephone number, fax, e-mail, number of documents.

**Information:** Set of operational data, of a dynamic nature and intrinsic to the activities of the LICENSEE, which will constitute its database, to achieve the purpose of the application.

**Application Programming Interface (API):** it is a set of routines and standards established by a software for the use of its functionalities by applications that do not intend to get involved in details of the software implementation, but only use its services.

## **1. Declaration of intent**

- 1.1. THE LICENSEE DECLARES TO BE AWARE OF THE RIGHTS AND OBLIGATIONS ARISING FROM THIS "TERMS AND CONDITIONS OF USE OF THE APPLICATION AND PRIVACY POLICY", WHICH MAKE THIS INSTRUMENT CONSTITUTE THE COMPLETE AGREEMENT BETWEEN THE PARTIES. THE LICENSEE FURTHER DECLARES TO HAVE READ, UNDERSTOOD AND ACCEPTED ALL TERMS AND CONDITIONS OF THIS INSTRUMENT.**
- 1.2. From the moment the LICENSEE accepts these TERMS AND CONDITIONS OF USE AND PRIVACY POLICY OF THE APPLICATION, the provisions contained herein will govern the relationship between FILHO SEM FILA and the LICENSEE, which is why it is recommended that the LICENSEE print a copy of this document for future reference.**
- 1.3. The LICENSEE declares himself/herself aware that the operations that correspond to the acceptance of certain options will be registered in the FILHO SEM FILA databases, together with the date and time when the acceptance was manifested by the LICENSEE, and that such information may be used as proof of acceptance of the option by the LICENSEE, regardless of other formality.**

## **2. CONFIDENTIAL INFORMATION AND PRIVACY POLICY**

- 2.1. FILHO SEM FILA undertakes to maintain the confidentiality, integrity and security of any Information made available and inserted in the application by the LICENSEE - INSTITUTION related to the other LICENSEE and will only have access to it in case of support service or for other purposes described below.**
  - 2.1.1. The information and accounts (ID FILHO SEM FILA) of LICENSEES - EMPLOYEES, COLLABORATORS, SCHOOL BUS, AND LEGAL RESPONSIBLE and their respective child (ren) or dependent (s), will always be provided and added to the application by the LICENSEE - INSTITUTION. The content and the possibility of its use for inclusion in the application system will be the sole responsibility of the LICENSEE - INSTITUTION, and it is certain that, in order to be able to use the application, the LICENSEE - COLLABORATORS, EMPLOYEES, and LEGAL RESPONSIBLE, when accessing the application for the first time with their login and password, must check such information and ratify it. This action will also be considered as total and express agreement with the information provided and the present TERMS AND CONDITIONS OF USE AND PRIVACY POLICY OF THE APPLICATION.**

- 2.2. In order to guarantee the LICENSEE's privacy, as well as the security of its Information, FILHO SEM FILA undertakes to regularly reassess its safety policy and adapt it, as necessary.
- 2.3. Under no circumstances will FILHO SEM FILA sell or make the LICENSEE's Information available or generated through the use of the Application, being certain that it will only use it for the purposes described in the entirety of this term, **with which the LICENSEE expressly agrees.**
- 2.4. If there is any change in the registration information provided by the LICENSEE, the LICENSEE undertakes to update them in the FILHO SEM FILA Application in order to guarantee the correct use and operation of them.
- 2.5. The LICENSEE's Information may be transferred to third parties as a result of the sale, acquisition, merger, corporate reorganization, or any other change in the control of FILHO SEM FILA. If any of these hypotheses occur, however, resulting in the transfer of the Information to third parties, the LICENSEE will be informed in advance and if he/she does not wish to proceed with the use of the Application, he/she may delete his/her access account in the manner provided for in **Item 10** of this instrument. In this case, the LICENSEE's Information will be anonymized when possible, or deleted from the FILHO SEM FILA database when anonymization is impossible, and will never be transmitted to third parties.
- 2.6. Notwithstanding the security guarantee of the Information provided by the LICENSEE under the terms of this instrument, the login and password to access the Application are confidential and the LICENSEE's sole responsibility.
- 2.6.1. LICENSEES - COLLABORATORS, EMPLOYEES, LEGAL RESPONSIBLE (and their child (ren) or dependent (s)), and SCHOOL BUS, when included in the system by the LICENSEE - INSTITUTION, will receive a login and a link with their registered email address so that they can include their personal password, being sure that FILHO SEM FILA or anyone else will never have access to such encrypted content.
- 2.7. If the LICENSEE believes that his/her login and password for accessing the application have been stolen or are known to other people, for any reason, the LICENSEE - RESPONSIBLE, COLLABORATORS, EMPLOYEES AND SCHOOL BUS must immediately communicate that to the corresponding LICENSEE - INSTITUTION, who, in turn, should contact FILHO SEM FILA in the manner provided for in Item 6 of this instrument, without prejudice to the immediate password change made in the Application.
- 2.8. **In the case of the decree by a competent authority of a PANDEMIC, the application will make active a specific module for the exchange of information of a sanitary and health nature between the LICENSEE, and it is certain that such exchange of information will take place with the express authorization of the LICENSEE - COLLABORATORS, EMPLOYEES , SCHOOL BUS, LEGAL RESPONSIBLE (and their child (ren) or dependent (s)) in the first access made after the decree of the referred PANDEMIC.**
- 2.9. The information referred to in item 2.8 above, as they may be of a sensitive nature, will be exchanged for the purpose of responding to inspection bodies, risk analysis, statistics, and access permission of the children/dependents of LICENSEE- COLLABORATORS, EMPLOYEES, SCHOOL BUS, LEGAL RESPONSIBLE (and their child (ren) or dependent (s)) to the LICENSEE - INSTITUTION's premises under its exclusive responsibility under the terms of the current rules.

**2.10. By the time when the extraordinary situation of a PANDEMIC is ended by the competent authorities, all information referred to in item 2.8 will be fully anonymized when possible. If it is impossible, they will be discarded from the FILHO SEM FILA and LICENSEE databases.**

**2.11. Collection and use of personal information:** Personal information is a type of data that can be used to identify or contact a single person.

2.11.1. It may be requested through the LICENSEE - INSTITUTION that the LICENSEE - RESPONSIBLE, COLLABORATORS, EMPLOYEES, and SCHOOL BUS provide information of this nature at any time that they are in contact with FILHO SEM FILA or with an affiliated company of FILHO SEM FILA. FILHO SEM FILA and its affiliates may share this personal information with each other and use it in a manner consistent with this Privacy Policy. They may also be added to other information to provide and improve our products, services, content, and advertising. It is not mandatory to provide the personal information that is requested, but if the LICENSEE chooses not to provide it, in many cases, FILHO SEM FILA will not be able to provide the LICENSEE with products or services or to answer their questions.

**2.12. Which personal information is collected:**

1. When the LICENSEE - INSTITUTION creates a FILHO SEM FILA ID for LICENSEE - COLLABORATORS, EMPLOYEES, SCHOOL BUS, LEGAL RESPONSIBLE (and their child (ren) or dependent (s)), including their information in the FILHO SEM FILA system, and when any LICENSEE requests commercial credit, buys a product, downloads a software update, registers for a FILHO SEM FILA event, chooses to access a service, gets in touch (including via social media) or participates in a survey online or in person, the app can, depending on the case, collect various information, including name, mailing address, phone number, email address, contact preferences, device identifiers, IP address, location information, information credit card (when needed), and profile information (when contact is via social media).
2. In certain jurisdictions and circumstances, FILHO SEM FILA may request government-issued identification documents, such as when setting up a wireless account and activating the devices for the purpose of extending business credit, managing reservations for online or in-person events, or, as required by law.

**2.13. How personal information provided by the LICENSEE - INSTITUTION is used:**

1. FILHO SEM FILA may process personal information for the purposes described in this Privacy Policy, with the LICENSEE's consent, to meet

- the legal obligations to which FILHO SEM FILA is subject, to perform a contract of which the LICENSEE is a part, or in order to protect vital interests.
2. The personal information that is collected keeps the LICENSEE updated on the latest product announcements, software updates, and events close to FILHO SEM FILA. If the LICENSEE does not want to participate in the distribution list, he/she can choose not to receive it at any time by updating his/her preferences.
  3. FILHO SEM FILA also uses personal information to create, develop, operate, provide and improve its products, services, content and advertising, in addition to preventing losses and preventing fraud. FILHO SEM FILA may also use personal information for purposes related to network and account security, including to protect its services for the benefit of all LICENSEES, by filtering or searching for potentially illegal downloaded content, such as child sexual exploitation material, but not only in this case. The use of the LICENSEE's information for anti-fraud purposes is subject to online transactions with FILHO SEM FILA. For anti-fraud purposes, FILHO SEM FILA limits the use of data to what is strictly necessary and in accordance with its legitimate interests to protect its customers and services. In certain online transactions, when appropriate, FILHO SEM FILA may also validate the information provided by the LICENSEE using publicly accessible sources.
  4. FILHO SEM FILA may, if strictly necessary, use the LICENSEE's personal information, including date of birth, to confirm the identity, help identify users, and determine appropriate services. For example, the date of birth to determine the age of account holders for the FILHO SEM FILA ID accounts may be used.
  5. From time to time, FILHO SEM FILA may use LICENSEE's personal information to send important notices, such as changes to our terms, conditions, and regulations. As this information is important for the interaction with FILHO SEM FILA, the LICENSEE cannot choose not to receive communications.
  6. FILHO SEM FILA may also use personal information for internal purposes, such as auditing, data analysis and research to improve FILHO SEM FILA's products, services and customer communications.
  7. If the LICENSEE enters a sweepstakes, competition or similar promotion, FILHO SEM FILA may use the information LICENSEE has provided to administer these programs.

#### **2.14. Source of personal information not provided directly by the LICENSEE**

2.14.1. FILHO SEM FILA may receive personal information from the LICENSEE from another LICENSEE who has shared content using the FILHO SEM FILA products, sending, for example, bonuses, gift cards and products, or inviting for the participation in FILHO SEM FILA services or forums. FILHO SEM FILA may also validate with third parties the information provided by the LICENSEE - INSTITUTION by creating a FILHO SEM FILA ID, in order to guarantee security and prevent fraud.

## **2.15. Collection and use of non-personal information**

1. FILHO SEM FILA also collects data that, analyzed independently, do not allow direct association with a specific individual. FILHO SEM FILA may collect, use, transfer, and disclose non-personal information for any purpose. Below are some examples of non-personal information that is collected and how it can be used.
2. FILHO SEM FILA may collect information such as occupation, language, postal code, area code, unique device identifier, reference URL, location and time zone in which a FILA SEM FILA product is used to better understand the behavior of the LICENSEE and improve FILHO SEM FILA's products, services, and advertising.
3. With the LICENSEE's explicit consent, FILHO SEM FILA may collect data on how the LICENSEE uses its device and the FILHO SEM FILA applications to help improve its products.
4. If FILHO SEM FILA merges non-personal information with personal information, the combined information will be treated as personal information as long as it remains combined.

## **2.16. Disclosure to third parties**

2.16.1. Sometimes FILHO SEM FILA may disclose certain information to third parties for financial matters, provide or improve products and services, including the delivery of products at the request of the LICENSEE - INSTITUTION or to assist FILHO SEM FILA in marketing with the LICENSEES. In doing so, FILHO SEM FILA requires such third parties to handle such information in accordance with the relevant laws. FILHO SEM FILA does not sell personal information, and that information will never be shared with third parties for their marketing purposes.

## **2.17. Service providers**

2.17.1. FILHO SEM FILA handles personal information with companies that provide services, such as storage, information processing, credit extension, customer order fulfillment, supply of products to LICENSEE, management and improvement of customer data, provision of customer service, assessment of the LICENSEE's interest in FILHO SEM FILA products and services, and conducting customer research or satisfaction assessment. These companies are required to protect the information acquired and may be located wherever FILHO SEM FILA operates.

## **2.18. Others**

2.18.1. It may be necessary - by law, legal process, litigation, and/or requests from public and governmental authorities, both inside and outside the country of residence - that FILHO SEM FILA discloses the personal information acquired. FILHO SEM FILA may also disclose information about the LICENSEE if it determines that, for purposes of national security, law enforcement, or other issues of public importance, the disclosure will be necessary or pertinent. FILHO SEM FILA may also disclose information about the LICENSEE, but only when there is a legal basis for doing so. If it determines that the disclosure is reasonably necessary to enforce these terms and conditions or protect operations or users. This may include providing information to public or government officials. In addition, in the event of a reorganization, merger or sale, FILHO SEM FILA may transfer any and all personal information it has collected to relevant third parties, in accordance with clause 2.5., always seeking to respect the legal dictates related to the protection of the LICENSEE's personal data.

## **2.19. Protection of personal information**

1. FILHO SEM FILA takes the security of your personal information very seriously. Using encryption, FILHO SEM FILA services protect your personal information during transmission. When the LICENSEE's personal data is stored by FILHO SEM FILA, computer systems with limited access are kept in facilities that include physical security measures. The data stored in the cloud is encrypted, even when a third party service is used.
2. LICENSEE is responsible for the personal information it chooses to share or send in cases of shared use of applications and services with other LICENSEE. For example, if the LICENSEE informs his/her name and e-mail address in situations considered public (social media, open events online or in person, webinar, forums, etc.) this information will be public. Therefore, the LICENSEE must be cautious when using these resources.
3. If the LICENSEE or anyone else uses a device owned by a third party, any shared information may be transferred to that third party device, thereby disclosing that shared information.

## **2.20. Automated decision making and profiling**

2.20.1. No decision by FILHO SEM FILA that involves the use of algorithms or the definition of profiles significantly affects the LICENSEE.

## **2.21. Integrity and retention of personal information**

2.21.1.1. FILHO SEM FILA allows the LICENSEE to easily keep his/her personal information accurate, complete and updated. FILHO SEM FILA will keep the LICENSEE's personal information for as long as necessary to fulfill the purposes described in this Privacy Policy and in its specific service privacy summaries. To define these periods, FILHO SEM FILA carefully examines the need to collect personal information and, when a relevant need is identified, the information is retained for the shortest possible period necessary to complete the purpose of the collection unless a longer retention period long is required by law.

## **2.22. LICENSEE's privacy rights**

1. LICENSEES - RESPONSIBLE, SCHOOL BUS, COLLABORATORS and EMPLOYEES can and should help ensure that their contact information and preferences are correct, complete and up to date. This can be done by requesting such updates exclusively with the corresponding LICENSEE - INSTITUTION, which will perform this procedure in the FILHO SEM FILA application under their responsibility..
2. FILHO SEM FILA may refuse to process requests that are unfounded / vexatious, impair the privacy of others, are extremely impractical or whose access is not otherwise required by law. Certain aspects of requests to access or delete the data may also be rejected if it is believed that this could compromise the legitimate use of that data for the anti-fraud and security purposes described above. Requests for access, correction, deactivation / restriction or deletion can be made through a link in the FILHO SEM FILA application.

## **2.23. General Data Protection Law applicable in Brazil**

- 2.23.1. The General Data Protection Law - Law 13,709 / 2018 applies to relationships and contracts made throughout Brazil, and it is certain that this term of use and privacy policy fully meets it.

## **2.24. General Data Protection Regulation applicable to the European Union (EU) and the European Economic Area (EEA) - Regulation 2016/679**

- 2.24.1. Regulation 2016/679 applies to relationships and contracts carried out throughout the territory of the European Union (EU) and the European Economic Area (EEA), being certain that this term of use and privacy policy fully meets it.

## **2.25. Children's Online Privacy Protection Act (COPPA) applicable in certain jurisdictions in the United States of America and the Protection of Child and Adolescent Information in all countries.**

1. For the relationships and contracts made in jurisdictions in the United States of America where COPPA applies, FILHO SEM FILA declares that its data protection system for children fully complies with this standard.



2. In order to comply with the Children's Online Privacy Protection Act (COPPA) and similar laws in other jurisdictions (LGPD) that govern online data collection from children, where applicable, FILHO SEM FILA may take additional steps to confirm that the LICENSEE - LEGAL RESPONSIBLE who is granting permission to create a view access on a child's FILHO SEM FILA account is a parent or legal guardian. FILHO SEM FILA may request this so that it can verify the person's identity as LICENSEE - RESPONSIBLE and obtain consent for the collection of personal information of their child (ren) or dependent (s) exclusively for use of the application.
3. As FILHO SEM FILA does not collect personal information for registration - these are collected and included in the system by the LICENSEE - INSTITUTION under its responsibility -, it will also not use or disclose any personal information on the purpose of the child (ren) or dependent (s) of the LICENSEE without his/her verifiable consent unless an exception from COPPA or other applicable and similar legislation applies. An irrefutable consent of the LICENSEE - RESPONSIBLE as to the content of this item 2.25 will be considered when the first access of their ID FILHO SEM QUEA created by the LICENSEE - INSTITUTION and sent automatically by FILHO SEM FILA is made, or at the first access to the system after updating this instrument, when there will be traceable information about changes.
4. The LICENSEE - INSTITUTION shall, whenever requested by FILHO SEM FILA to comply with a legal authority determination, forward to FILHO SEM FILA all records of authorization for the treatment of children's data signed directly with the LICENSEE - RESPONSIBLE, under penalty of fully responding with all sanctions applied to FILHO SEM FILA for failure to comply with legal order, without prejudice to any civil and criminal damage that FILHO SEM FILA may suffer in such cases.
5. As part of the process of creating a FILHO SEM FILA account for a child (ren) or dependent (s) of the LICENSEE - RESPONSIBLE, the LICENSEE - INSTITUTION will be asked to provide the necessary information to create an account and, after being included by the LICENSEE - INSTITUTION in the system, only the LICENSEE - RESPONSIBLE may send a link for access directly to the device of the child (ren) or dependent (s).
6. FILHO SEM FILA may collect other information from the LICENSEE - RESPONSIBLE's child (ren) or dependent (s) that, in some cases, have been defined as personal information in accordance with COPPA and the General Data Protection Law. For example, when the LICENSEE - RESPONSIBLE's child (ren) or dependent (s) logs in their FILHO SEM

FILA account, the application may collect information such as device identifiers and IP addresses, as well as geographic locations and time zones in which the mobile device was used. Information about the activities and interactions of the child (ren) or dependent (s) may also be collected on FILHO SEM FILA websites, apps, products, and services, including content provided by other developers integrated with the FILHO SEM FILA application.

6. As stated in this term, FILHO SEM FILA may use the information of the LICENSEE - RESPONSIBLE's child (ren) or dependent (s) to communicate important notices related to the FILHO SEM FILA system, such as notifications and information relevant to the child (ren) or dependent (s) of the LICENSEE - RESPONSIBLE. We may also use their information for internal purposes, such as auditing, data analysis, and research.
  7. FILHO SEM FILA may use, transfer and disclose **non-personal** information (data that does not, by itself, allow direct association with the identity of the child (ren) or dependent (s)) for any purpose). For example, FILHO SEM FILA may aggregate and use information about customer activities on FILHO SEM FILA products and services, to help provide more useful information to customers and to understand which parts of our website, products, and services are of greatest interest. Aggregated data is considered non-personal information.
  8. By default, the child (ren) or dependent (s) of the LICENSEE - RESPONSIBLE do not receive advertising targeted to their interests on the FILHO SEM FILA advertising platform. However, the LICENSEE - RESPONSIBLE LICENSEE's child (ren) or dependent (s) may still receive undirected (that is, contextual) communication on their devices such as, for example, disclosures originating from the LICENSEE - INSTITUTION regarding school activities.
  9. From time to time, FILHO SEM FILA may make certain personal information available to strategic partners who work with FILHO SEM FILA to provide products and services or collect information that helps FILHO SEM FILA. The personal information of the LICENSEE - RESPONSIBLE's child (ren) or dependent (s) will only be shared by FILHO SEM FILA to provide or improve our products and advertising; they will not be shared with third parties for their marketing purposes.
- 2.25.10. FILHO SEM FILA may, if necessary, share personal information with companies that provide services such as information processing, fulfillment of customer orders, delivery of products to the LICENSEE or his / her child (ren), dependent, management and improvement of customer data, provision of customer service, assessment of their interest or the interest of their child (ren) or dependent (s) in FILHO SEM FILA products and services and conducting research with customer satisfaction surveys. These companies are obliged to protect the information of the LICENSEE - RESPONSIBLE's child (ren) or dependent (s) and may be located wherever FILHO SEM FILA operates.



10. It may be necessary - for example, by law, legal process, litigation and/or requests from public and governmental authorities inside or outside your country of residence - for FILHO SEM FILA to disclose the LICENSEE's personal information or that of his/her child (ren) or dependent (s).
12. FILHO SEM FILA may also reveal personal information about LICENSEE or his / her child (ren) or dependent (s) if it determines that, for national security, law enforcement or other matters of public importance, disclosure is necessary or appropriate.
13. FILHO SEM FILA may also disclose personal information about LICENSEE or its child (ren) or dependent (s) if it determines that the disclosure is reasonably necessary to enforce its terms and conditions or to protect operations or its users. In addition, in the event of a reorganization, merger or sale, we may transfer to relevant third parties any and all personal information we collect.

**27. Location services**

- 27.1. To provide services described in this instrument, FILHO SEM FILA uses the LICENSEE's location service **only when the application is active (including in the background)** through a virtual fence (coverage area) counted from the LICENSEE's previously registered source and destination address in the app. Such proximity information (only that the LICENSEE is within the fence pre-established by the LICENSEE - INSTITUTION) is shared exclusively with the educational institution (LICENSEE - INSTITUTION) linked to the use of the application so that it makes preparations for picking-up or delivering the child (ren) or dependent (s) to the LICENSEE or to whom he/she authorized for the act
- 27.2. In the exclusive case of using the application in the SCHOOL BUS module, the tracking of the LICENSEE's child (ren) or dependent (s) will be done in a precise and exact manner (when possible) until the previously established route and the LICENSEE - RESPONSIBLE and LICENSEE - INSTITUTION can instantly accompany them remotely through the application.

**28. Third party websites and services**

- 28.1. FILHO SEM FILA websites, products and services may contain links to third party websites, products and services. FILHO SEM FILA products and services may use or offer third party products or services, for example, a third party application for educational news.
- 28.2. Information collected by third parties, which may include location data or contact information, is governed by their privacy practices. FILHO SEM FILA recommends the LICENSEE to learn about the privacy practices of these third parties.

**29. International transfers**

All information that the LICENSEE provides can be transferred or accessed by entities worldwide. As described in this Privacy Policy, personal information related to FILHO SEM FILA services from individuals living in a member state of the European Economic Area, in the United Kingdom and Switzerland are controlled and processed by FILHO SEM FILA in Brazil. FILHO SEM FILA uses approved models of contractual clauses in the international transfer of personal information collected in the European Economic Area and Switzerland. FILHO SEM FILA, as a global company, may have several legal entities in different jurisdictions, who will be responsible for the personal information they collect and which are processed on their behalf by FILHO SEM FILA in Brazil.

**30. Commitment to your privacy throughout the company FILHO SEM FILA**

- 30.1. To be sure that the LICENSEE's personal information is secure, FILHO SEM FILA communicates its privacy and security guidelines to its employees and strictly enforces privacy safeguards in the company.

**3. REMUNERATION AND PAYMENT METHOD:**

- 3.1.** LICENSEE - INSTITUTION and SCHOOL BUS (when applicable) must pay FILHO SEM FILA the amount of the respective plan and features chosen according to the periodicity defined among the payment options available to the LICENSEE - INSTITUTION and SCHOOL BUS (when applicable) ) at the time of contracting.
- 3.2.** If the LICENSEE - INSTITUTION and SCHOOL BUS (when applicable), during the term of this instrument, choose another licensing plan, the amounts will be changed proportionately (pro rata) according to the respective chosen plan..
- 3.3.** Failure to pay on the dates determined for its maturity will result in the suspension of access to the Application until the financial issues are settled.
- 3.4.** If the suspension remains for more than 60 (sixty) days, FILHO SEM FILA may fully exclude the information released in the Application by the LICENSEE - INSTITUTION and SCHOOL BUS.
- 3.5.** The amounts established in the act of formalizing the acceptance are for advance payment by the LICENSEE - INSTITUTION and SCHOOL BUS for later use. This value may be changed at any time by FILHO SEM FILA, and the LICENSEE - INSTITUTION and SCHOOL BUS may not renew access to the Application if they disagree with the new values presented by FILHO SEM FILA. In this case, access to the Application will be suspended after the period of validity of the previous payment.

**4. SERVICE LEVEL**

**4.1.** FILHO SEM FILA will make technically reasonable efforts to make the Application available at least 99% (ninety-nine percent) during each Year.

**4.1.1.** The Service Level Commitment does not apply to circumstances of unavailability resulting from (i) interruption of the electricity supply or emergency stops not exceeding 2 (two) hours or that occur in the period from 00:00 until 6:00; (ii) are caused by factors that are beyond the control of FILHO SEM FILA, including cases of force majeure or Internet access and related problems; (iii) result from any acts or omissions of the LICENSEE or third parties; (iv) result from the IT equipment, software or other technologies that the LICENSEE uses and/or from the IT equipment that prevent regular access to the Application; (v) result from the failure of individual instances not attributable to the LICENSEE's unavailability.

## **5. INTELLECTUAL PROPERTY**

**5.1.** The LICENSEE does not acquire, by this instrument, any intellectual property rights or other exclusive rights, including patents, designs, trademarks, copyrights, or rights to confidential information or business secrets, on or related to, the Application or any part of it. The LICENSEE also does not acquire any rights, over or related to, the Application or any component thereof, in addition to the rights expressly licensed therein under this instrument or in any other mutually agreed upon written agreement that the LICENSEE may have entered into with FILHO SEM FILA. Any rights not expressly granted under this instrument are reserved.

**5.2.** If the LICENSEE develops a new module or product that features a copy, in whole or in part, whether from the data dictionary or the program, it will be considered as part of the Application. Therefore, its property is incorporated by FILHO SEM FILA and its use is conditioned to these contractual clauses.

**5.3.** Any and all content made available on the Application, such as, but not limited to, texts, graphics, images, logos, icons, photographs, editorial content, notifications, software and any other material, belong exclusively to FILHO SEM FILA and are protected by Brazilian law regarding intellectual property and copyright.

## **6. ACCESS TO THE APP**

**6.1.** This Term grants the LICENSEE a revocable, onerous, non-exclusive and non-transferable license to use the Application, being certain that the LICENSEE cannot use or allow the use of the Application for any other purpose not expressly provided for in this instrument.

**6.2.** Through the Application, the LICENSEE, among other applications, will have access to a tool to manage, control and issue notices of arrival of students to schools and/or educational establishments from the cell phone/tablet or any other connected device of the legal guardian.

- 6.3. For this, the LICENSEE will perform his registration in the Application, providing his Registration Information that will be used to access the content of the Application. In this case, the provision in clause 2.1.1 above stands out.
- 6.4. The LICENSEE is responsible for the veracity, validity, and accuracy of the information provided in the registration, including in relation to the indication of a valid e-mail address. He/she is also responsible for keeping this registration updated.
- 6.5. FILHO SEM FILA will have no obligation to police or supervise the information provided by the LICENSEE, but may, at its sole discretion, exclude information that seems untrue or offensive.
- 6.6. The login and passwords created by the LICENSEE to access the Application are confidential and the sole responsibility of the LICENSEE, who must contact FILHO SEM FILA immediately, in the event of confidentiality being compromised.
- 6.7. Under no circumstances will the LICENSEE have access to the source code of the Application now licensed, as it is the intellectual property of FILHO SEM FILA.
- 6.8. The LICENSEE - INSTITUTION may, depending on the contracted service, at any time, register users linked to their account. Once registered, these users will be able to access, modify, include, and delete data from their accounts. Thus, the LICENSEE - INSTITUTION exempts FILHO SEM FILA from any information accessed, modified, included, or excluded by users whose access was granted exclusively by the LICENSEE - INSTITUTION.
- 6.9. The LICENSEE is responsible, **where applicable**, for any third-party software used to communicate information to FILHO SEM FILA, via API or any other equivalent means. Therefore, any irregular access, communication failures between the API and the other software are the sole responsibility of the LICENSEE since FILHO SEM FILA only releases access to the API so that the LICENSEE can carry out the communication between the Application and other third party software licensed by the LICENSEE.

## 7. USE OF THE APP

- 7.1. FILHO SEM FILA may, at its sole discretion, at any time, and without the need for prior notification to the LICENSEE:
- a) Terminate, modify or suspend, totally or partially, the LICENSEE's access to the Application, when said access or registration is in violation of the conditions established in this instrument;
  - b) Delete, totally or partially, the information registered by the LICENSEE that is not in accordance with the provisions of this instrument; and,
- 7.2. FILHO SEM FILA may, at its sole discretion, at any time, and **without the need for prior notification** to the LICENSEE:
- a) Define prices for the provision of certain contents and / or services, even though initially they were offered free of charge, the use of which, after the aforementioned notice, being considered as the LICENSEE's agreement with such prices; and,
  - b) Send LICENSEE e-mail messages or other correspondence of an informative, commercial and / or promotional nature, unless expressly requested otherwise by the LICENSEE.

## 8. LIMITATIONS OF USE

- 8.1. The LICENSEE may not:

- a) Use the Application to disclose information in any way that may imply in violation of applicable rules in Brazil, of the property rights of FILHO SEM FILA and / or third parties or of good customs, including, without limitation, the violation of intellectual and copyright rights and privacy, or the production and dissemination of illegal, immoral, inappropriate or offensive content;
- b) Copy, assign, sublicense, sell, lease or guarantee, reproduce, donate, dispose of in any way, transfer totally or partially, under any modalities, free of charge or temporarily, temporarily or permanently, the Application, as well as its modules, parts , manuals or any information related to it;
- c) Employ software, techniques and / or devices in order to improperly use the Application for harmful practices to FILHO SEM FILA or third parties, such as exploits, spamming, flooding, spoofing, crashing, root kits etc.;
- d) Reproduce, adapt, modify and / or employ, in whole or in part, for any purpose, the Application or any content on the Portal without the express authorization of FILHO SEM FILA;
- e) Publish or transmit any file that contains viruses, worms, trojans or any other contaminating or destructive program, or that may otherwise interfere with the smooth running of the Application;
- f) Use the Application for a purpose other than that for which it was made available by FILHO SEM FILA; and,
- g) Perform reverse engineering.

## **9. LIMITATION OF LIABILITY AND INDEMNITY**

**9.1.** FILHO SEM FILA will not answer under any circumstances, even if in solidarity, for:

- a) any losses suffered by the LICENSEE due to decision-making based on the information provided in the Application;
- b) any losses suffered by the LICENSEE due to failures in the computer system or in the servers that are independent of FILHO SEM FILA's fault or in its connectivity to the internet in general. The LICENSEE must maintain, at its expense, a telecommunication line, modem, communication software, e-mail address and other resources necessary to communicate with FILHO SEM FILA.
- c) unforeseeable circumstances or force majeure, pursuant to Article 393 of the Brazilian Civil Code.



- 9.2.** FILHO SEM FILA **does not** guarantee that the functions contained in the Application will meet your needs when used in some equipment that does not support the applications; that the operation of the Application will be uninterrupted or error-free; that any functionality will remain available; that defects in the Application will be corrected or that the Application will be compatible with or work with any other Third Party Application, applications or services.
- 9.3.** LICENSEE agrees to defend, indemnify and hold FILHO SEM FILA and its affiliates, directors, employees and agents indemnified from and against any charges, actions or claims, including, but not limited to reasonable attorney fees, resulting from: (i) its possible misuse of the Application, or (ii) its violation of the conditions now agreed.
- 9.4.** In no event will FILHO SEM FILA be liable for personal injury or any incidental, special, indirect, or consequential loss, including, without limitation, loss of profit, corruption or loss of data, failure to transmit or receive data, non-business continuity, or any other commercial loss or loss, arising from or related to your use or your inability to use the Application, for any other reason.
- 9.5.** It is worth mentioning that the application must not be used by the LICENSEE while driving motor vehicles. In case of non-compliance, FILHO SEM FILA cannot be held responsible for any loss, damages arising out of or related to its use.
- 9.6.** In the event that FILHO SEM FILA is compelled by a final court decision to indemnify or compensate the LICENSEE for damages suffered, despite the provisions of Item 9.2 above, the amount due to the LICENSEE will be limited to 20% (twenty percent) of the totality of the amount effectively paid by the LICENSEE to FILHO SEM FILA in order to enjoy the features offered by the Application.

## **10. TERM AND TERMINATION**

- 10.1.** This instrument will remain in force for an indefinite period, from the LICENSEE's acceptance, and may be modified or terminated unilaterally by FILHO SEM FILA at any time, without any burden, through simple communication through the Application itself or by sending a message to the email indicated in the LICENSEE's personal registration.
- 10.2.** LICENSEE - INSTITUTION and SCHOOL BUS (when applicable) may, at any time, request the suspension and/or exclusion of their account from accessing the Application and terminating a contract with FILHO SEM FILA, subject to the conditions of the LICENSE contract signed between the parties, especially regarding term and contractual fines. The other LICENSEES may at any time request the suspension and/or exclusion of their account from accessing the Application directly at the Application, without any charge.
- 10.3.** If the LICENSEE chooses to suspend his/her access account to the Application, the services provided by FILHO SEM FILA to the LICENSEE will be stopped. However, the Information will be kept in the FILHO SEM FILA database, and it is possible for the LICENSEE to reactivate his access account at any time for the period of 60 (sixty) days. After this period, all information will be anonymized when possible or discarded when impossible to be anonymized.

## **11. MODIFICATIONS**

- 11.1.** FILHO SEM FILA may, at any time, change this instrument at its sole discretion. Any changes to this document will be reported through the Application.
- 11.2.** The date of the last update performed by FILHO SEM FILA on this instrument will always be indicated.
- 11.3.** The LICENSEE understands and agrees that, as soon as the amendment to this document is published in the Application, the use of the Application is subject to this updated term.

## **12. GENERAL PROVISIONS**

- 12.1.** This document does not generate any partnership, mandate, franchise or employment relationship between FILHO SEM FILA and the LICENSEE, its Partners and/or Advertisers.
- 12.2.** If any provision of this instrument is found to be illegal, null or unenforceable for any reason, the remaining provisions will not be affected and will remain valid and applicable to the maximum extent possible.
- 12.3.** This document constitutes the entire agreement on the conditions of use of the Application and privacy policy. The LICENSEE declares to be aware of the rights and obligations arising from this agreement, having read, understood and accepted all terms and conditions.
- 12.4.** Any failure by FILHO SEM FILA to impose or exercise any provision of this instrument or related rights does not constitute a waiver of that right or provision.
- 12.5.** The tolerance of one party towards the other regarding the breach of any of the obligations assumed in this contract will not imply in novation or waiver of right. The tolerant party may, at any time, demand from the other party the faithful and complete fulfillment of this contract.
- 12.6.** The LICENSEE - INSTITUTION **expressly agrees** that FILHO SEM FILA may disclose, free of charge, the closing of the contract for commercial purposes, mentioning the name and brand of the LICENSEE - INSTITUTION in commercial campaigns, and may even for all types of LICENSEE (individuals or legal entities) to disclose messages **anonymously** as to the origin and personal information about the Application and user experience sent in written or oral form, by telephone, for use on websites, newspapers, magazines and other campaigns, while this document is in force. The LICENSEE also accepts to receive notifications via email about training, partnerships, and campaigns related exclusively to the Application.

## **13. APPLICABLE LAW AND JURISDICTION**

- 13.1.** This instrument will be interpreted exclusively under the laws of Brazil, except when foreign rules where the application is being used expressly order differently, when, then, the rule's jurisdiction will be respected.
- 13.2.** The parties elect the Court of the District of Santo André, State of São Paulo, as the only one competent to settle any dispute resulting from this document.
- 13.3.** These TERMS AND CONDITIONS constitute the entire agreement on the conditions of use of the Application. The LICENSEE declares to be aware of the rights and obligations arising from these TERMS AND CONDITIONS, having read, understood, and accepted all terms and conditions.