

# TERMS OF USE OF WEBSITE

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We thank you for your visit.

## INFORMATION ON TERMS OF USE:

- 1-Automatically transmitted information
- 2-How we collect Personal Data
- 3-How and for what purposes this information is used
- 4-Profile Definitions
- 5-How we protect your Personal Data
- 6-Rights of the Owner
- 7-Use of cookies
- 8-International Transfer of Data
- 9-Links to other websites
- 10- Security Precautions
- 11- Messages published by users
- 12- Copyright
- 13- Exclusion of Liability
- 14- Damages
- 15- Assignment
- 16- Accuracy of Information
- 17- General Provisions
- 18- Applicable Legislation
- 19- How to contact FDC

### 1- Automatically transmitted information

When surfing the Internet, pieces of information automatically transmitted between computers are collected as part of the technological requirements inherent in surfing, for statistical purposes. This type of information does not enable recognition of who is surfing the website. Only the surfer's Internet access provider has this information. The collected information herein mentioned **includes**:

- Internet domain name (for instance: [klxempresa.com.br](http://klxempresa.com.br)), if user employs a private Internet access account, or if user accesses the Internet through an university's network, for instance, and the IP address (which is a number automatically assigned to user's computer by its Internet access provider every time user surfs the Internet) through which user gains access to our website;
- the type of browser and system used to access our website;
- date and time user accesses our website;
- and, if user accesses our website from another website, the latter's address.

This exchange of information is necessary to enable server to transmit files that are compatible with the processing device user utilizes.

## 2- How we collect Personal Data

You are not obliged to provide FDC with the personal data it requests, but failing to do so may prevent us from offering you our products and services, or high-quality service, or to respond to any question you may have.

We may collect personal data from various sources, including:

- Directly provided personal data

We collect information on the use you make of our services and products, such as the kind of content you visualise or with which you interact, or the frequency and duration of your activities. We also collect personal data when you register, filling a form or questionnaire. The more correct information you provide, the better will be the personalisation of your experiences. We may also associate these data with other information in order to improve our services, contents and publicity.

- Automatically collected personal data

We also collect and keep certain kinds of personal data every time you interact with us on-line. For instance, we use cookies and monitoring technologies to obtain personal data whenever your Internet browser accesses our websites and publicity, or other contents offered by FDC or, on its behalf, by other websites. Examples of the personal data we collect include IP address, Device's ID, location data, information on the computer and the connection such as browser type and version, time zone definitions, plug-in types and versions used by the browser, operating system and history, which FDC sometimes combines with similar information of other consumers. When you navigate FDC Websites we may also use software tools to measure and collect information on the session, including response time of web pages, download errors, duration of visit to certain pages, information related to user interaction with them and methods adopted to quit them. We may also collect technical information to help us identify users' devices to prevent frauds and make diagnoses. A cookies management feature is available so that users may or may not authorise the collection of said information.

- Personal data we collect from other sources

We collect personal data from other sources, including from third parties with which we have trustful partnerships and from third party platforms where we operate FDC accounts such as, for example, social networks. In addition, we receive information on user's – and other surfers' – interaction with our advertisements for the purpose of checking whether they are relevant and well succeeded. We collect information on users and their activities from third-party bases in cases when we jointly offer services or products, or from suppliers of external and enriched data that may provide FDC with a different view of the personal data we hold. The cookies management feature is available to users, so that they can authorise the use of said resources or not.

Transmitted personal information is not revealed without user's previous authorisation. We do not sell or rent your personal data to third parties. This information is used to create profiles of users and to enable improvement of the quality of our services, while making possible that our collaborators direct contents more efficaciously.

## **2.1. Sensitive Personal Data**

We limit, as much as possible, the circumstances in which we collect and process this kind of data. FDC only collects and uses these personal data in situations where users have given their consent.

## **2.2 – Consent Management**

You may, at any time, withdraw consent and consequently prevent the use of your personal data visiting the Owners Portal <https://privacidade.fdc.org.br/consentimento>.

## **3- How and for what purposes this information is used**

Information collected by FDC Website are used to personalise contents and / or services offered. These services include personalisation of webpages, interactive communication etc. Knowing more information about you, Fundação Dom Cabral may provide you with more relevant content and services and, consequently, offer richer on-line experiences.

Information may also be used to generate statistical data for informative or commercial purposes. Geographical, demographic and psychographic information and profile of users may be transferred to partners, sponsors, advertisers or other external companies in anonymised format, but names and other surfing data are not revealed.

Registered users may, at any time, opt for not receiving, in users' electronic mail addresses, offers, advertisement or other kinds of content from the website.

Under no circumstances, individual personal information is commercialised or transferred to third parties, except to obey judicial orders and similar legal proceedings, or when Fundação Dom Cabral believes that publishing of said information is necessary to identify, make contact with or legally act against anyone who may be causing damage or interfering (either intentionally or not) with rights or properties of Fundação Dom Cabral, of other users of FDC Website or of any person who may suffer damage in consequence of these activities.

## **4- Profile Definitions**

FDC uses your personal data to build profiles. We create profiles by analysing information on your on-line surfing habits, service acquisition researches and habits and interactions with our brand's communications, by building segments (creation of groups that share common characteristics) and inserting your personal data into one or more segments. These segments are used by FDC to personalise the website and our communications according to your interests (such as show you relevant context when you surf our website, or send you newsletters), and to exhibit relevant offers and advertisements in FDC or third-party websites. FDC creates profiles based on your data as long as you have given explicit consent, for example by accepting the installation of cookies in your Internet browser or subscribing our e-mail newsletters.

You may, at any time, withdraw your consent and prevent this use of your personal data by means of the

website cookies management feature or cancelling the subscription for newsletters directed to your e-mail address, in case you registered it in our website or subscribed for any publicity newsletter.

- FDC collects data, as long as you have given consent for that, **from**:
  - our websites, based on what you visualise and how you interact with our contents;
  - digital advertisements we carry on our social platforms and other websites; and
  - on-line forms that you fill and send us, demonstrating your interests.
- We also monitor the products, which you select in our advertisements and subsequently advance to purchase from our partners.
- We may also use information you provided to selected third parties, and whose sharing has been allowed, to identify persons we believe may have interests similar to yours and that we believe may be interested in similar advertisements.

## **5- How we protect your Personal Data**

Our personal data protection measures include the implementation of appropriate access controls that use information security tools to protect our data processing environments.

Access to your personal data is controlled by permit regimes and is subject to rigorous confidentiality contractual obligations when processed by third parties.

We will keep your personal data as long as we need them for the purposes they are being processed. For instance, when you purchase one of our products or services, we will keep the data related to the transaction so that we can fulfil the specific purchase contract. After completion of this process, we will keep your personal data for a period long enough to enable us to deal with or respond to any complaints, issues or concerns related to the transaction.

## **6- Rights of the Owner**

You are entitled to a set of rights related to your personal data and to the way they are processed, and you may exercise these rights at any time visiting the Owner Portal at <https://privacidade.fdc.org.br/requisicao>.

Read below an overall summary of these rights.

- Right to information. Owners of data have the right to obtain, in clear and simple wording, concise, transparent, understandable and easily accessible information on how we use their personal data and on their rights.
- Right to access or rectification. Owners of data have the right to add to their personal data as well as to rectify their inexact personal data, or to complete them if incomplete.
- Right to data portability. This means that owners' data we store may be, when requested, electronically transferred, copied or transmitted.
- Right to elimination of data. Under certain conditions, owners of data have the right to obtain, from those responsible for the processing, the deletion of their personal data.

- Right to limit processing. Under certain conditions, owners of data have the right to place limitations on the processing of their personal data.
- Right to opposition. Owners of data have the right to oppose, at any moment and for reasons related to their particular condition, to the processing of personal data related to them.
- Right to file a complaint with Data Protection National Authority (*Autoridade Nacional de Proteção de Dados - ANPD*). Owners of data have the right to file complaints with ANPD about how we process their personal data.
- Right to withdraw consent. Having given consent to our processing of their personal data, owners have, at any time, the right to withdraw said consent (consent withdrawal does not jeopardise the legitimacy of processing already carried out according to previously given consent) by simply visiting our Owner Portal to communicate their intention.
- Rights related to automatically-made decisions. Owner of data have the right to the review of decisions based exclusively on automated processing.

Any complementary information or advice on rights may be obtained from the agency that regulates the protection of data.

## 7- Use of cookies

### What are cookies?

A cookie is a small file that your browser saves in your hard disk. The cookie cannot retrieve information from your hard disk or from cookies created by other websites. Our cookies contain information that enables us to provide certain features that facilitate navigation. For instance, we use cookies to store your identification as user - in case you have accessed the restricted area of FDC Website – and your preferences, so that you do not have to type them again in your next visit. That way we offer a personalised service.

### Why we use cookies

In general, cookies are **used for**:

- providing differentiated services, by remembering who you are and how you usually navigate the website, and retrieving information from your registers stored by the website (saved in our servers);
- calculating the website's audience;
- measuring certain navigation patterns, mapping areas you visited and your habits as a whole when navigating. We use this information to check our users' navigation routines, therefore offering increasingly more personalised contents and / or services;
- facilitating and speeding up the filling of forms. Information contained in each user's cookies may be used to previously fill in data collection forms presented by the website.

Websites of FDC Website's advertisers and / or partners may use their own cookies, which are not covered by this policy. We suggest you refer to the privacy policies of these companies.

## The kinds of cookies we use

### Necessary Cookies

Necessary cookies are those essential to the operation of a website; without them, the website would not operate appropriately. (For example, access to secure areas of the website, security, legislation etc.).

### Marketing Cookies

Marketing or advertisement cookies track a visitor's navigation and collect data so that FDC may create more relevant advertisements according to the tracked behaviour.

### Statistical Cookies

Statistical or analytical cookies automatically translate visitors' interactions into detailed behaviour reports.

### Functional Cookies

Functional cookies adjust the website to third-party services such as links to profiles in social media, comments, chatbots etc.

## How to manage cookies

You may opt for allowing only the necessary cookies. In your browser's configurations tab you may change configurations so as to guarantee that cookies are blocked. Most browsers provide explanations on how to do that in a feature named "Control your privacy". However, if you block cookies, you may not be able to enjoy all technical features our website offers and this may negatively affect your experiences as user.

## 8- International Transfer of Data

FDC shares personal data with third parties for the purposes herein described.

FDC will only transfer personal data to foreign countries in the **following cases**:

- to follow instructions given by the owner of data;
- to fulfil a legal duty; or
- to joint work with partners that help us manage our business and services.

In case a transfer of personal data to a foreign country is made, FDC will make sure said data are protected exactly as if they were being used in Brazil. To achieve that, we will adopt one of the **following measures**:

- transfer to a country whose privacy legislation ensures an appropriate level of protection to personal data, similar to what is provided by LGPD;
- execution of a contract with the foreign entity that compels it to protect personal data according to the provisions of LGPD; or
- transfer of personal data to organisations that have entered into specific international data transfer agreements with the European Union (Privacy Shield, a structure that defines privacy standards for data shared between the United States and European countries, or similar).

## 9- Links to other websites

Our website exhibits links to other websites. In this case, it is worth mentioning that information exchanged with these websites is not necessarily subject to these Terms of Use, but rather to the policies adopted by the websites into which the link transferred you. We suggest that you find and get acquainted with the specific relationship norms of our partners' websites.

## 10- Security Precautions

We follow some security precautions defined to protect you in case of loss, misuse or alteration of your personal information.

Users that have access to restricted areas of FDC Website have information about their accounts protected by password, so that only users themselves can gain access to their personal information. The password must be kept secret and we recommend that it be not disclosed to anyone. If you have access to the restricted area, we suggest you log off from your account and close the browser window whenever you finish navigating the Internet. This will prevent other people from gaining access to your personal information, in case you share a computer with someone else, or when you are using a computer at a public location such as a library, or where there is public access to the Internet.

No data transmission over the Internet is 100% secure. Therefore, although the website always does its best to protect your personal information, it is impossible to assure the security of all information you provide us with. The use of services under these conditions is an individual decision.

## 11- Messages published by users

This website stimulates a clever and responsible use of its contents and services. When navigating it and / or interactively participating in any service therein offered, you commit yourself to not sending or transmitting **content that**:

- indicates, incites and / or promotes sexual, racial or religious discrimination or any other kind of violation of fundamental rights and / or freedom established in legislation;
- induces or incites illegal actions or constitutes violation and / or breach of legislation;
- leads to erroneous conclusions in consequence of its inaccuracy, ambiguity, excess, omission or similar. Induces or incites any person to get involved in dangerous or risky practices, and / or that may be harmful to people's health and psychological balance;
- violates legal norms and regulations on confidentiality of communications, intellectual property, right to honour and to personal or familiar intimacy, or any provision related to the nature of contents and / or services;
- contains fake, partial or out-dated information;
- includes illicit, violent, pornographic or degrading elements, contents, messages, formats, products and / or services;
- contains publicity, promotional materials and other form of service offer that include, though not limited to, money pyramids, unrequested messages (junk mail) etc.
- propagates computer viruses, worms or any other form of software, whether self-replicating or not, that may cause permanent or temporary damage to users' equipment;

- transmits data of types or in amounts that provoke failure in services or equipment of FDC network or the Internet;
- uses the network to try to and / or to gain unauthorised access to communication, information or data processing devices;
- forges network or electronic mail addresses and machines in an attempt to blame third parties or hide a doer's identity;
- destroys or corrupts data and information about other users.

In publishing comments and files in this website, you comply with FDC Website and grants unlimited, perpetual and irrevocable licence and sublicense rights to reproduce, modify, adapt, publish, translate, distribute and exhibit these comments and files (entirely or partially) throughout the world, and to create works derived from this material in any format, means or technology. In addition, you also give FDC team the right to use the name you publish with your messages.

With regard to the information described above, FDC Website reserves the right to suspend the service, interrupt or prohibit access to contents by those who do not comply with the provisions herein established, and said suspension, interruption and prohibition may be made without previous notice in cases when, to the discretion of FDC Team, non-compliance implies great severity.

## 12- Copyright

The in-whole or in-part distribution, representation, publishing, commercial use and / or utilisation of materials (brand names, works and / or creations) made available by FDC without previous and explicit authorisation by Fundação Dom Cabral are strictly forbidden.

Violation of these rights is crime and violator will be subject to legal penalties defined in Laws 9,610/98 and 9,279/96 and in article 184 of Brazilian Penal Code as well as to the payment of damages caused. Fundação Dom Cabral shall not be liable for information that may be copied into third-party websites.

## 13- Exclusion of Liability

Under no circumstances, shall Fundação Dom Cabral, its executives, directors, employees or representatives be liable for any direct, indirect, incidental, punitive or unforeseen damages **resulted from any:**

- content mistakes, misconception or inaccuracy;
- user access to and use of our website, including personal or material damage of any nature;
- unauthorised access or use of our protected servers and / or any personal and / or financial information therein stored;
- connection interruption or termination, to or from our website;
- bug, virus, Trojan horse or similar that may be transmitted to or through our website by any third-parties; and / or
- mistakes or omissions in any content or any loss or damage, of any nature, suffered in consequence of the use of any content or electronic message sent, transmitted or in any way made available through FDC Website, either due to accountability, contract, offense or any other legal reason, regardless of the institution having been alerted of the possibility of such damages.

The above described liability limitation applies to the maximum extent allowed by law at the competent jurisdiction.

Users specifically recognise that Fundação Dom Cabral shall not be liable for material published by users (texts and comments) or for defamatory, offensive or illegal conducts of third parties, and that the risk of losses and damages resulting from them is herein exclusively assumed by users.

#### **14-Damages**

Users agree to protect and indemnify for and exclude Fundação Dom Cabral, its executives, directors, employees and representatives from any lawsuit, damages, obligations, losses, costs or debts (including but not limited to attorney fees) **resulting from:**

- use and access to FDC Website;
- violation of any clause of these Terms of Use;
- violation of any third-party rights, including, but not limited to, copyrights, property or privacy rights; or
- any claim that any user comment or file has caused damage to a third-party.

Said protection and indemnification shall subsist these Terms of Use and the use of FDC Website by users.

#### **15-Assignment**

These Terms of Use and any rights and licences granted in accordance with these Terms of Use cannot be transferred or assigned by users but may be unrestrictedly transferred by Fundação Dom Cabral.

#### **16-Accuracy of Information**

Although information in this website is obtained from sources considered as reliable, FDC shall not be liable for the accuracy, integrity or applicability of said information. Users or guests assume full responsibility for the use of the website for achieving their intended results.

#### **17-General Provisions**

Users agree that:

- the seat of FDC Website is exclusively FDC's legal seat; and
- FDC Website shall be considered a passive website that does not offer the possibility of personal jurisdiction, either specific or general, in any other jurisdiction different from that of FDC legal seat.

These Terms of Use, in conjunction with the Personal Data Privacy Policy and any other legal notices published by Fundação Dom Cabral in this website, are part of the contract between an user and Fundação Dom Cabral with regard to FDC Website. In case any clause of these Terms of Use is determined to be invalid by a competent jurisdiction, said invalidity shall not affect validity of the remaining clauses, which will remain fully valid and effective. Waiver of any part of these Terms of Use shall not be considered additional or permanent waiver of this or any other term, and failure of Fundação Dom Cabral in executing any right or clause in accordance with these Terms of Use does not mean waiver of said right or clause.

Fundação Dom Cabral reserves the right to change these Terms of Use at any time and without previous notice, and users are responsible for rereading these Terms to check for any changes. The use of Fundação Dom Cabral Website by users after any amendment has been made to these Terms of Use implies consent and acceptance of the amended terms.

The use, at any time, of this website and the features therein made available requires users / guests to mandatorily accept that **they cannot:**

- impersonate (assume the character of) any person or entity, or distort their affiliation / identification, or the origin of transmitted materials or contents;
- get involved in web spidering, scraping, harvesting or other techniques, without authorisation regarding personal information or content, or use any other non-authorized semi-automated method to compile information;
- take any action that impose an excessive or disproportionate burden on our network or infrastructure, or on our host and / or communications providers, that may break down our services;
- violate the website security or attempt to gain unauthorised access to the website, data, materials, information, computer systems or networks connected to any data server linked to the website, by hacking, synchronisation and passwords, or any other means;
- either take or try to take any action that, to FDC's sole discretion, impose or may impose unreasonable or disproportionate burden on the website or its infrastructure;
- either use or try to use a crawler, robot, bot, spider, data mining, scripts or any device, program, tool, algorithm, process or method, either automated or not, to gain access to, acquire, copy or monitor any part of the website or content found or accessed through the website, without previous and explicit written consent and authorisation from FDC.

Users needing to download any text, image or content published in our webpages and finding difficulties to copy them should remember we try to protect our webpages. Website's users or visitors may submit requests to our contact e-mail address.

## **18- Applicable Legislation**

These Terms of Use and the resolution of any conflicts resulting from this document will be governed by and interpreted according to the laws of the Federative Republic of Brazil. In case of dispute, the user or guest accepts the jurisdiction of Belo Horizonte or any other to be indicated by FDC.

## **19- How to contact FDC**

The Data Protection Officer – DPO, appointed by FDC, may be reached through the Owner Portal, <https://privacidade.fdc.org.br>.

In case you have any questions or concerns related to these Terms of Use or how data are processed, or if you want to submit a complaint about any possible violation of privacy laws, please contact us through the Owner Portal.

Any privacy issue or access request is quickly sent to a dedicated team that screens messages and tries to respond to the specific question or issue raised. All contacts are answered.

FDC respects the privacy of your personal data and relies on a rigorous compliance process to guarantee security and fulfilment of all aspects addressed above. FDC's Policy may be accessed at <https://privacidade.fdc.org.br/privacy-policy>.

Welcome to our website.