# **TERMS OF USE**

# **Studion System**

The purpose of these Studion System Terms of Use is to establish the terms and conditions for the use of the Studion System, which aims to provide educational distance learning activities to Users.

**ATTENTION:** YOU MUST CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS OF THESE TERMS OF USE BEFORE ACCEPTING THEM. BY ACCEPTING THIS INSTRUMENT, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN.

#### 1. DEFINITIONS

- 1.1 For the exact understanding and interpretation of the rights and obligations provided for herein, the following definitions are adopted, to be interpreted with their respective meanings when mentioned in capital letters in this Term of Use ("Term"):
  - (i) **STUDION SYSTEM**: A technological tool whose function is to facilitate the administration of academic activities (teaching, research, extension, study groups, training and staff training), which can be accessed via the respective website and mobile application.
  - (ii) **INSTITUTION**: Company or Educational Institution that provides access to the Studion System.
  - (iii) **COOKIES**: Text files used by the browser that have the main function of storing the USER's preferences when using the Studion System.
  - (iv) **LOG DATA**: Record of USER activities in the Studion System.
  - (v) **DATABASE**: Any and all data and information collected by the Studion System.
  - (vi) **USERS:** People linked to the INSTITUTION who use the Studion System.

# 2. OBJECT

- 2.1. The purpose of these Terms is to establish the rules and regulations for the USER's use of the Studion System.
- 2.2. The USER's access is linked to the INSTITUTION of which he/she is a member. The INSTITUTION has full control over the USER's account and is free to block certain functions of the Studion System, suspend access to it and delete the USER's account.

#### 3. RULES OF USE

3.1. The USER is aware that he/she must keep his/her account *login* and password confidential,

not providing such data to third parties, being responsible for all acts carried out through their account with the Studion System.

- 3.1.1. The USER must immediately notify their INSTITUTION if they identify any sign that their account has been accessed by a third party.
- 3.1.2. The identification of access to the Studion System by third parties will result in the suspension of the USER's registration.
- 3.2. The INSTITUTION may send e-mails and/or SMS through the Studion System to the USER in order to communicate with them about matters relating to their course.
- 3.3. The INSTITUTION may use the activities developed by the USER in the Studion System for educational and professional evaluation.
- 3.4. Without prejudice to other measures, the INSTITUTION and its partners, at their sole discretion and without the need for prior consent or communication to the USERS, may warn, suspend or cancel the USER's registration, temporarily or permanently, and may, at any time, initiate the appropriate legal actions, if: (i) the USER fails to comply with any provision of these Terms; (ii) commits criminal acts; (iii) the identity of the USER cannot be verified; (iv) any information provided by the USER is incorrect; or (v) if the information provided leads to the belief that the registration is false or belongs to a different person.

# 4. REGISTRATION AND QUALIFICATION

- 4.1. The INSTITUTION may pre-register the USER, allowing the USER to access the Studion System and complete the registration, providing the necessary information to enable the USER's account.
- 4.2. USERS may be authorized to create new users for the Studion System, in which case they are responsible for the personal data entered and for setting up the legal bases for processing it.
- 4.3. To register, the USER must enter the data requested in the fields, which may include Name, CPF, E-mail, profession, address and Facial ID.
  - 4.3.1. The USER declares the veracity of the information provided in the registration and is aware of the processing of his/her data by the INSTITUTION so that he/she can take advantage of the functionalities made available in the Studion System.
  - 4.3.2. The USER's personal data will be required Name, username and e-mail and other data requested by the INSTITUTION.
  - 4.3.3. It is forbidden to register with information that is offensive or contains personal data of third parties or is otherwise prohibited by law or by the INSTITUTION.
  - 4.3.4. The USER is fully and exclusively responsible for the consequences of providing any incomplete, inaccurate, false or wrong data, as well as for failing to update it.

#### 5. NECESSARY SETTINGS

- 5.1. The Studion System will be available for online use on devices using the Microsoft Windows, Mac OS, Linux, Android and IOS operating systems in all their versions. The Studion System will be available for online use via the internet browsers Microsoft Edge, Google Chrome, Mozilla Firefox in their latest 2 versions.
- 5.1. In order for the USER to access the functionalities provided in the Studion System, they must allow access to the internal network (domain release, if necessary), the data network, the internet and/or Wi-Fi and the use of COOKIES on the electronic device used.
- 5.2. It is the USER's duty to maintain and ensure that the equipment that accesses the Studion System is protected against viruses, malware, invasions or other mechanisms that breach their privacy and copy their data and information. The USER hereby agrees that the INSTITUTION shall not be held liable for any use or access promoted without the protections indicated herein.

#### 6. CONFIDENTIALITY

- 6.1. The parties undertake for themselves and their employees, professionals, agents and/or collaborators to maintain the confidentiality and secrecy of any information obtained by virtue of this Agreement. The parties acknowledge that both this Agreement and all documents, data and information arising from it constitute confidential information and elements, which may only be disclosed to third parties with the prior written consent of the other party, judicial imposition or request of the competent authorities.
- 6.2. The parties declare that they are aware that in the event of a breach of the obligations assumed in this clause, they shall be liable for their acts or omissions and shall bear the losses and damage they cause, either directly or through their employees or agents.

# 7. INTELLECTUAL PROPERTY

- 7.1. The Studion System is the property of DOT DIGITAL GROUP LTDA. (CNPJ No. 01.354.395/0001-93) and is protected by copyright and intellectual property rules and other applicable rules, and may not be reproduced, copied or used in any other unauthorized way.
- 7.2. Likewise, the INSTITUTION is the owner of the intellectual property rights of the educational material made available on the Studion System, and its reproduction, copying or any other form of unauthorized commercial use or dissemination is prohibited.
- 7.3. The USER shall not have any right, title or interest, express or implied, in relation to the content of the Studion System or related to it and its use, and shall not at any time assume or claim any right to exploit, reproduce, sell or place the content on the Studion System without the express authorization of its owners and shall not at any time assume or claim any right to exploit, reproduce, sell or offer for sale the contents without the express authorization of their owners.
- 7.4. The improper use by the USER of such intellectual property shall entitle the INSTITUTION to remove the USER's access to the Studion System, without

prejudice to the taking of appropriate judicial and extrajudicial measures, as well as the applicable reparations and indemnities.

#### 8. PROTECTION OF PERSONAL DATA

- 8.1. The INSTITUTION ensures the privacy and confidentiality of the information collected from the USER. The data collected includes the data provided in the registration form and the data generated by the Studion system. The INSTITUTION undertakes to use such data only for the regular development of its activities and for the improvement of the services it provides in the Studion System, refraining from commercializing such information under any heading and informing them exclusively in the event of official inquiry (police, judicial or by consumer protection bodies, members of the Public Prosecutor's Office and the like).
- 8.2. The USER may authorize the processing of personal data linked to the Studion System for other purposes, subject to express consent.
- 8.3. The USER will have access to the identification of other participants in the courses they are enrolled in, in which case they must use the personal data they have access to solely and exclusively for educational purposes.
- 8.4. Personal data may be collected and processed by third parties, in view of the integration of the Studion System with functionalities made available by third parties, including the facial identification tool, which is provided by Serpro.
- 8.5. The personal data collected will be processed in accordance with the Studion System Privacy Policy, available on the platform access page.
- 8.6. The INSTITUTION registers that the personal data will be processed, in the position of data operator, by DOT DIGITAL GROUP LTDA. (CNPJ nº 01.354.395/0001-93).

# 9. GENERAL PROVISIONS

- 9.1. The parties declare that the expression of will to be bound by the terms of this instrument shall be made by means of an electronic signature, both parties declaring that the expression thus made is sufficient, valid and effective to constitute the contractual relationship between the parties.
- 9.2. The INSTITUTION may, at its sole discretion, alter the content of these Terms at any time and in any respect.
  - 10.2.1 The USER will be notified of the changes made to these Terms (i) by e-mail, sent to the e-mail address registered in his/her account; or (ii) by notification through the Studion System.
  - 10.2.2 Failure to respond to the notification will be deemed tacit acceptance of the new conditions. The changes will be in effect within 15 (fifteen) days of the notification being sent. If the USER disagrees with the changes, this Agreement will be terminated, and the USER will lose access to the Studion System.
- 9.3. Tolerance by either party of non-compliance with the terms and conditions stipulated herein shall not be construed as novation or waiver,

and the aggrieved party may exercise its rights at any time.

9.4. The USER declares that he/she is aware that the rights and duties he/she obtains as a result of the validity of this Term will be for use in his/her own activities, and he/she may not commercialize them, pass them on or assign them to third parties in any way or exploit them economically in any way.

[ ] By selecting this space, the USER declares to have read and accepted, without reservation, all the clauses and conditions set out in these Terms.