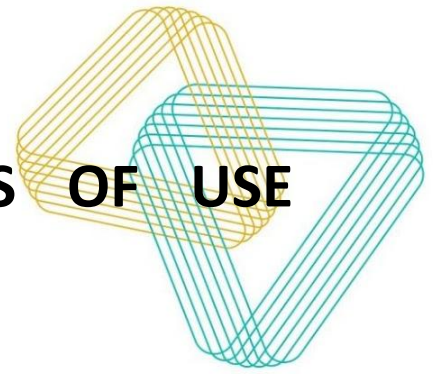


# PRIVACY POLICY AND TERMS OF USE

## BIOMINAS



Created on March 30, 2021

Updated on September 17, 2021

## PRIVACY POLICY

The BIOMINAS Foundation (identified throughout the text only as BIOMINAS), a foundation governed by private law, regularly registered with the CNPJ/MF under nº 26.269.977/0001-00 and headquartered at Avenida José Cândido da Silveira, nº 2100, Bairro Horto, in Belo Horizonte/MG, CEP 31.035.536, provides this Privacy Policy and Terms of Use that aim to regulate the use of any functionality of the Platform by its Users, whose main objective is to inform the User about what data and information is collected when using the Platform, in addition to how your data will be processed, including, among others, the procedures for collection, use, storage, sharing and deletion as stipulated in the items below.

### COLLECTION OF PERSONAL DATA AND INFORMATION

By using our Platform, you declare your **express consent** for us to collect information about you when you use our services. The information collected may include or reflect personal information that can identify you, as well as non-personal information.

**Information you offer.** We may collect data you provide on registration, such as first and last name, mailing address, email address, IP address, other online contact information or telephone number.

**Communication.** We may record all data provided in every communication made with our team, whether by email, messages, telephone or any other means.

**Cookies.** We record data from your visit to the Platform through cookies and other tracking technologies including your IP address and domain name, the version of your browser and operating system, online traffic data, location data, web logs and other data of navigation.

Below we list and detail our cookies currently used on the site:

- Wordpress – Used to allow User login and comments on the site. You can learn about the Wordpress Privacy Policy here: <https://wordpress.org/about/privacy/>; and read about Wordpress cookies here: <https://wordpress.org/support/article/cookies/>;
- Google Analytics – Used to collect information about site usage. You can learn about Google's Privacy Policy here: [www.google.com/policies/privacy/](http://www.google.com/policies/privacy/); and read about Google Analytics cookies here: <https://developers.google.com/analytics/devguides/collection/analyticsjs/cookie-usage?hl=pt-br>
- RD Station – Used to identify lead hits and conversions on website forms and landing pages. You can learn about RD Station's Privacy Policy here:



<https://resultadosdigitais.com.br/politica-de-privacidade/>; and read about RD Station cookies here: <https://ajuda.rdstation.com.br/hc/pt-br/articles/360032722652-Pol%C3%ADtica-de-cookies>

The User of the website also has options regarding the acceptance of cookies. By modifying the preferences in your browser, the user has the option to accept or reject any and all cookies. If you choose to reject all cookies, you may not be able to use all the services available on the website that require registration as a condition of participation.

#### **DATA USAGE**

The collected personal data, as well as other information, may be stored, processed and used by us for the following purposes:

- Enable the provision of our services offered and/or the operation of our Platforms;
- Develop improvements in our services;
- Provide recommendations, content and resources that match the User's interests;
- Offer an increasingly better and effective service with a focus on the user experience.

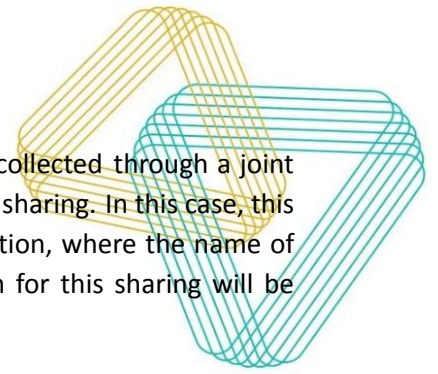
#### **DATA HOLDER RIGHTS**

The holder of personal data has the right to obtain from BIOMINAS, in relation to the holder's data processed by him, at any time and upon request:

- I - Confirmation of the existence of treatment;
- II - Data access;
- III - Correction of incomplete, inaccurate or outdated data;
- IV - Anonymization, blocking or deletion of unnecessary, excessive or processed data in breach of the provisions of this Law;
- V - Data portability to another service provider, upon express request, in accordance with the regulations of the national authority, respecting commercial and industrial secrets;
- VI - Elimination of personal data processed with the consent of the holder, except in the cases provided for in art. 16 of the LGPD;
- VII - Information about public and private entities with which the controller shared data;
- VIII - Information about the possibility of not providing consent and the consequences of denial;
- IX - Revocation of consent, pursuant to § 5 of art. 8th of the LGPD.

#### **SHARING WITH THIRD PARTIES**

Personal information transmitted is not disclosed without your prior authorization. We do not sell, rent or share your personal data with third parties.



There is only one situation where we share your data, when data is collected through a joint marketing action or some other type of partnership that involves such sharing. In this case, this situation will be explicitly described at the time or place of data collection, where the name of this BIOMINAS partner will also be informed, and your authorization for this sharing will be requested.

## **LEGAL BASIS FOR THE PROCESSING OF YOUR PERSONAL DATA**

Your personal data will be processed based on one of the following reasons:

- Consent given for one or more specific purposes;
- Treatment is required to enter or take steps to enter into a contract with you;
- Treatment is necessary to fulfill a mandatory or legal requirement applicable to us;
- Processing is necessary to carry out or fulfill a legitimate interest of us or a third party (such as existing or potential business partners, suppliers, customers or government agencies).

**Data Storage:** The data collected is stored on our own servers or those of contracted suppliers, accessed and used in accordance with our security policies and standards. All traffic between our servers or between your computer and our servers is encrypted using the SSL or similar secure protocol, where all reasonable market efforts will be used to ensure the security of your systems in the safekeeping of such data, in accordance with the law Brazilian. This Policy represents BIOMINAS' effort to safeguard the information of its Platform Users. However, due to the nature of the Internet, it is not possible to guarantee that malicious third parties will not succeed in improperly accessing the information stored by BIOMINAS, in which case BIOMINAS will be exempt from any liability.

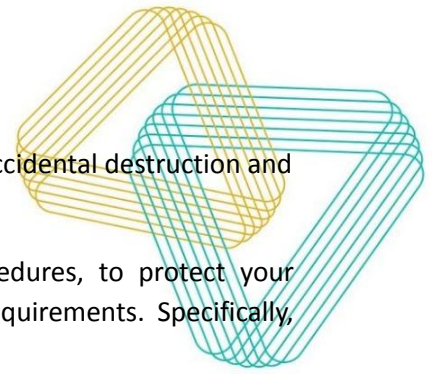
From the moment of entering the data on our website, until its purpose, they are stored in secure databases, with access restricted only to employees authorized to carry out activities with said data.

The security and reliability of the devices you use to access our services, such as computers, mobile phones, tablets or other devices, are entirely your responsibility. You should look to protect the operating systems of these devices against any external threat.

**How long your data is stored:** We will retain your personal information for as long as necessary to fulfill the services offered and purchased. However, we may retain certain information as required by applicable law. When we have no basis to continue processing your personal information, it will be deleted or anonymized in accordance with applicable laws.

## **SECURITY**

BIOMINAS fully understands the importance of the security of the data collected and intends to make every effort so that the use of its website, and all the processing of personal data that it performs, is as secure as possible. Therefore, we implement a variety of security measures and appropriate precautions to protect your personal data, including technical and organizational



measures against unauthorized access, misuse, alteration, illegal and accidental destruction and also accidental loss of data, both in an online context and offline.

BIOMINAS and our service providers comply, with their best procedures, to protect your personal data, in accordance with the applicable data protection requirements. Specifically, among others, we implement the following security measures:

- Restricted personal access to your personal data and only for the purposes communicated;
- Protection of information technology systems through firewalls in order to prevent unauthorized access to your personal data;
- Permanent monitoring of access to computer systems to prevent and detect misuse of your personal data.

In summary, we use a variety of security measures to help protect and maintain the security, integrity and availability of your personal data.

BIOMINAS uses the best market practices to prevent cyber risks, however, it does not guarantee the absence of viruses or any malicious software on its Platform, as well as other harmful elements that may produce changes in the User's computer systems (software and hardware) or electronic documents stored in the computer system, disclaiming any liability for damages that may result from the presence of viruses or other harmful elements on the Platform.

We remind you that, despite all our efforts to protect your personal data against possible risks and potential exposures, there is no absolute security on the Internet. Therefore, we recommend that you support our efforts in terms of computer security, avoiding disclosing particularly sensitive or useless data in the intended context.

#### **DATA OF THE CONTROLLER AND RESPONSIBLE FOR THE DATA**

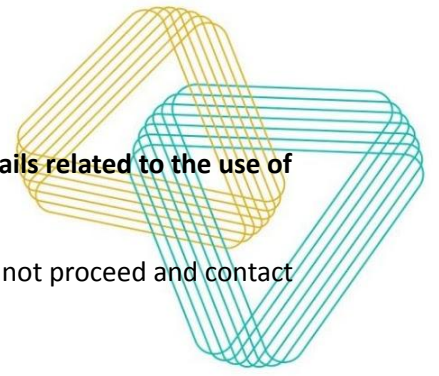
The management of your data is carried out by the BIOMINAS team dedicated to this purpose, and you can contact the Person Responsible for your data via e-mail: [privacidade@biominas.org.br](mailto:privacidade@biominas.org.br). You also have the right to directly contact the Brazilian Data Protection Authority.

#### **EXCLUSION OF INFORMATION**

The information referred to in this Policy may be deleted by BIOMINAS upon User's request, by e-mail: [privacidade@biominas.org.br](mailto:privacidade@biominas.org.br).

BIOMINAS will use its best efforts to respond to all requests for deletion, in the shortest possible time, in accordance with the applicable data protection law.

## **TERMS OF USE**



**Please read the complete Terms of Use carefully to be aware of all details related to the use of the Platform.**

If you do not agree or have questions about any of the items, please do not proceed and contact us for clarification.

## **ACCEPTANCE**

By registering and accessing the Platform, you express your agreement and consent to all that is set out in these terms. BIOMINAS reserves the right to change these Terms of Use and Privacy Policy at any time, regardless of any formality, unless expressly required by law. It is the User's responsibility to reread these Terms in case of any modification, as per the updated date at the beginning of this document. In case of change, the new version of these Terms of Use and Privacy Policy will enter into force on the day following its publication on the Platform, unless otherwise indicated.

## **CONDITIONS OF ACCESS AND USE OF THE PLATFORM**

The User is solely responsible for the information provided when registering on the Platform, and BIOMINAS is not responsible for incorrect or untrue data presented by the User.

## **ACCESS TO RESOURCES AND OBLIGATIONS FOR CORRECT USE OF THE PLATFORM**

When using the Platform, the User undertakes to respect the Brazilian legislation in force, as well as everything that is provided for in these Terms, and may not produce, make available, disseminate or transmit any content that:

- a) Be contrary to any norm of Brazilian law, as well as generally accepted morals and good customs, or that encourages any form of discrimination or violence;
- b) To be protected by any intellectual or industrial property rights belonging to third parties, without the User having previously obtained from their holders the necessary authorization to carry out the use they make or intend to make.

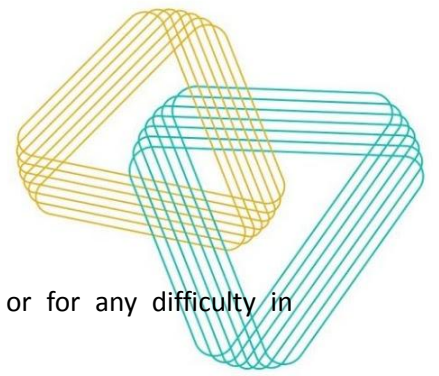
The User acknowledges that, in any event, he will be solely responsible for his use of the Platform, as well as for any content inserted therein.

## **COPYRIGHT**

The distribution, representation, publication, commercial use and/or use of materials (brands, content, images, documents, graphic creations or others) made available on our website, in whole or in part, without the prior and express authorization of BIOMINAS is prohibited.

Violation of these rights is a crime, and its offender is subject to legal penalties provided for in Laws 9.610/98 and 9.279/96 and in art. 184 of the Brazilian Penal Code, as well as the payment of compensation for damages caused.

We are not responsible for information that may be copied to third-party websites.



## **DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY**

BIOMINAS will not be responsible:

- a) For any mistake that your users attribute to the Platform or for any difficulty in accessing;
- b) For errors or possible inconsistencies in the transmission of data, for the quality or availability of the Internet connection, which prevent the proper receipt of information by BIOMINAS or by the User.

The User undertakes to defend, indemnify and hold BIOMINAS harmless from any liability in relation to any claim, loss, damage, costs or expenses incurred due to misuse of the Platform, including infringement of the intellectual property rights of BIOMINAS or third parties and violation of the provisions of this Term.

## **TERMS OF USE VIOLATIONS**

The USER can only access the services for lawful purposes. The USER is fully responsible for the knowledge and compliance with any and all laws, regulations and rules pertaining to the use of the services covered by this term.

## **FINAL DISPOSITIONS**

Failure to comply with any rights or provisions of these Terms will not constitute a waiver by BIOMINAS, which may exercise its right regularly, under the legal terms.

If any provision of this document is held invalid or unenforceable, such part shall be interpreted consistently with applicable law, to reflect, as far as possible, the original intent of the consenting parties, with the other provisions remaining in full force and effect.

BIOMINAS may change this Term at any time, without the need for prior notice.

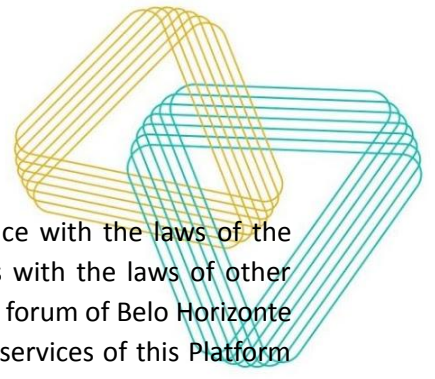
## **NOTIFICATIONS FOR DATA DELETION:**

Only notifications of data deletion from the User to BIOMINAS made through the address will be considered valid: [privacidade@biominas.org.br](mailto:privacidade@biominas.org.br).

All data deletion notifications by BIOMINAS to the User will be considered effective, for all purposes, when made in one of the following ways:

- a) Sending an email to the address provided by the User when registering on the Platform;
- b) Telephone communication to the number provided by the User when registering on the Platform.

In this way, the User undertakes to keep all the contact details of his registration on the Platform up to date, under penalty that any communication will be sent to an out-of-date address or telephone number.



## **LEGISLATION AND JURISDICTION**

These Terms will be governed, interpreted and executed in accordance with the laws of the Federative Republic of Brazil, regardless of the conflicts of these laws with the laws of other states or countries, being competent, to resolve any doubts, electing the forum of Belo Horizonte - MG by this Term to settle any controversy regarding the use of the services of this Platform arising from this instrument.

**BY REGISTERING ON THE PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND PROVISIONS OF THIS USE AGREEMENT AND ARE AWARE OF ALL ITS CONTENT, ACCEPTING ALL YOUR CONDITIONS.**

## **CONTACT**

Any questions, the user can speak directly to us through the phone +55 (31) 3303-0000 or by [privacidade@biominas.org.br](mailto:privacidade@biominas.org.br) for data protection and privacy. Contact person: Tatiana Loiola.