

**TERMS OF USE AND PRIVACY POLICY**  
**Embraer Portal**

These Terms of Use and Privacy Policy (the “Terms”) constitute the legal agreement between you (“you” or User”) and Embraer Foundation, Inc. (the “Provider”) with respect to your access and use of Embraer website accessible at the URL <https://embraerfoundation.org/> and the subdomains thereof (the “Site”).

These Terms may be viewed at any instance at the Site at the link: <https://embraerfoundation.org/ToUpolicy>. THESE TERMS MAY BE UPDATED, AMENDED OR SUBSTITUTED BY THE PROVIDER FROM TIME TO TIME WITHOUT NOTICE TO YOU, EXCEPT IF OTHERWISE PROVIDED BY LAW. As a result, we recommend that you review these Terms periodically to ensure you are aware of its latest version. In the event you do not agree with the Terms, you shall immediately refrain from accessing the Site.

When accessing the Site Users declare their acceptance of the Terms herein. Users acknowledge that the access to the Site depends on the acceptance to this document and, therefore, if not agree with any of the following provisions, or any amendments made to these Terms, Users shall refrain from using the Site.

**1. Proper Use of the Site**

Moreover, by accepting the Terms herein and using the Site, Users declare that:

- (i)** they are civilly capable, in light of the laws, of manifesting their will towards these Terms;
- (ii)** they shall not use the Site for any illicit purposes, contrary to the morality and good manners or willful misuses, respecting, upon using the Site, any and every applicable laws;
- (iii)** they shall not input in the Site, by any means whatsoever, any content embedding viruses or other harmful elements in the Site and/or which impairs Provider’s systems or other Users’ systems
- (iv)** they shall not use the Site in any manner that might impair or infringe third-parties’ rights;
- (v)** they shall not include any inaccurate or untrue information in the Site.

**Users declare their awareness of the fact that they are solely responsible for their specific use of the Site, holding Provider harmless from any responsibility for eventual illicit, inadequate use of the Site or contrary to these Terms.**

**2. Intellectual Property**

All the texts, images, pictures, illustrations, icons, technologies, links and other visual, audiovisual or sound contents, including the graphic drawings and the source codes of the Site are Provider's exclusive property (or of third-parties which authorized Provider's use thereof) and are protected by domestic and international laws and treaties, with express prohibition to copy, reproduce, download or make any other type of use thereof, for commercial purposes or not.

All trademarks, trade names or logotypes of any kind depicted in the Site are the property of Provider (or of third-parties which authorized Provider's use thereof), and use of the Site cannot be understood as an authorization for Users to use those trademarks, trade names and logotypes.

### **3. Disclaimer**

Provider does not undertake responsibility: (i) for eventual unavailability, errors or failures of the Site, or for the Site's failures or any access difficulty; (ii) for errors or inconsistencies in the transmission of data or for the quality or availability of the Internet signal, which cause failures in the ordinary operation of the Site; (iii) for the existence of virus or other harmful elements in the Site, which might cause changes in the computing systems (software and hardware) or in the digital documents stored in the computing system; (iv) for any inaccurate or outdated information included in the Site; (v) for any kind of damages and losses eventually derived from unauthorized third-parties' knowledge of any information provided by the Site; neither (vi) for third-parties' electronic pages, including advertisers, which links are inputted into Provider's site, as well as for third-parties' pages presenting links or references to Provider.

Furthermore, Users will hold Provider, its subsidiaries, affiliates, officers, workers, agents, contractors or other representatives, shareholders and employees harmless from any claims and demands and will indemnify Provider for the losses, damages, including related to attorneys' fees, arising out of their default towards the use Terms and Policies or out of their violation of rights.

**LIMITATION OF LIABILITY.** IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, LOSS OF PROGRAMS, LOST PROFITS, COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR SERVICE INTERRUPTIONS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SITE AND/OR ANY RELATED SERVICES, EVEN IF PROVIDER OR ITS AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT ANY CLAIM BY YOU OR ON YOUR BEHALF MUST BE MADE IN WRITING TO PROVIDER, AND RECEIVED BY PROVIDER WITHIN ONE (1) YEAR OF THE EVENTS GIVING RISE TO SUCH CLAIM(S). TO THE MAXIMUM EXTENT ALLOWED BY THE APPLICABLE LAWS, THE MAXIMUM VALUE FOR WHICH PROVIDER ASSUMES RESPONSIBILITY, IRRESPECTIVE OF THE REASON GIVING RISE TO THE ORDER, CORRESPONDS TO THE AMOUNT EVENTUALLY PAID BY THE USER TO PROVIDER WITH RESPECT TO THE PRODUCT WHICH IS THE SUBJECT OF SUCH CLAIM, PROVIDED THAT THE ALLEGED LOSS IS UNDOUBTEDLY PROVEN.

Users are aware that Provider recommends using tools and technology (hardware and/or software) duly safe and updated. Any use, by Users, of outdated tools and technology, not deemed to be safe, will be on Users' on account and risk, and Provider will be held harmless from any responsibility for any kind of damages borne by Users.

#### **4. Privacy Policy**

Provider gathers every piece of information actively inputted by Users at the Site, as well as some pieces of information automatically generated upon Users' use of the Site, such as characteristics of the IP with access date and time. Provider may use this information to service your account, enhance services and products made available by Provider, as well as profiling, and answer any questions you may have.

Provider works with third parties to provide you with products and services, and Provider may share personal information with them to support these efforts, including with partners out of the country. In certain limited circumstances, Provider may also be required by law to share information with third parties. Provider disclaims all responsibility for any failure by any third party to protect your personal information in accordance with these Terms or otherwise in accordance with applicable laws. You agree that Provider shall have no responsibility in the event any such third party fails to protect your personal information in accordance with these Terms or otherwise in accordance with applicable laws.

Personal information may be shared with third parties to prevent, investigate, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of these Terms or any other agreement related to these Terms or any services or products provided by Provider, or as otherwise required by law. Personal information may also be shared with a company that acquires Provider's business, whether through merger, acquisition, bankruptcy, dissolution, reorganization, or other similar transaction or proceeding. Moreover, Provider may transmit your personal information outside of your jurisdiction of residence.

No method of transmission over the Internet, or method of electronic storage, is 100% secure. Provider also considers as confidential any personally identifiable information gathered by the Site, making sure that they shall all be handled and stored according to the determinations of these Terms and the applicable laws.

Users may ask for exclusion, rectification, restriction of processing of the gathered data, as ask for your right to data portability and withdraw the consent provided herein, by contacting Provider by the email: [info@embraerfoundation.org](mailto:info@embraerfoundation.org). Provider will use commercially reasonable efforts to satisfy all the orders in a timely manner. Even in case of request for exclusion of the data, as above stated, Provider will observe the minimum term for keeping of information if, and to the extent, required by applicable laws.

**Users manifest their consent to Provider's use of the data gathered about them or by Provider's partners for the purposes described in the Terms herein.**

If you have any questions about your Personal Information or this policy, as well as any complaint, please contact: [info@embraerfoundation.org](mailto:info@embraerfoundation.org).

## **5. Term and Termination of the Access**

The access to the Site is provided for undetermined time for Users and Provider is entitled to terminate the availability anytime, also as a result of undue use of the platform, irrespective of prior notice and no sort of indemnity shall be due to the User. Provider reserves the right to immediately suspend or terminate your access to the Site, without notice, upon any breach of these Terms by you.

## **6. Miscellaneous**

Any clause or condition of this instrument that, for any reason whatsoever, is deemed to be null or ineffective by any judge or court will not affect validity of the other provisions under these Terms, which shall remain perfectly valid and binding, generating effects to their utmost extension.

Provider's failure to enforce any rights or provisions of the Terms herein shall not be deemed as waiver, and it shall be totally entitled to regularly enforce its right within the due legal terms.

Provider may provide, or third parties may provide, links to other websites and/or resources. You acknowledge and agree that Provider is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, services or other materials on or available from such sites or resources. You further acknowledge and agree that Provider shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, advertising, products, services or other materials available on or through any such website or resource.

DISCLAIMER OF WARRANTIES. PROVIDER PROVIDES THE SITE AND RELATED SERVICES AND PRODUCTS ON AN "AS IS, WHERE IS" BASIS AND GRANTS NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, IN CONNECTION WITH THE SITE AND/OR ANY RELATED SERVICES AND/OR PRODUCTS OR IN CONNECTION WITH ANY COMMUNICATION WITH PROVIDER OR ITS REPRESENTATIVES, OR OTHERWISE WITH RESPECT TO THE SITE AND/OR SUCH SERVICES AND/OR PRODUCTS. PROVIDER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. PROVIDER DOES NOT WARRANT THAT YOUR USE OF THE SITE WILL BE SECURE, UNINTERRUPTED, ALWAYS AVAILABLE, OR ERROR-FREE, OR WILL MEET YOUR REQUIREMENTS, OR THAT ANY DEFECTS IN THE SITE WILL BE CORRECTED. IN ADDITION, PROVIDER DISCLAIMS ALL LIABILITY, REGARDLESS OF THE FORM OF ACTION, FOR THE ACTS OR OMISSIONS OF OTHER END USERS OF THE SITE AND/OR RELATED SERVICES AND/OR PRODUCTS (INCLUDING, BUT NOT LIMITED TO, UNAUTHORIZED USERS, OR "HACKERS").

CERTAIN JURISDICTIONS LIMIT THE APPLICABILITY OF WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY. TO THE EXTENT THE JURISDICTION WHICH GOVERNS YOUR USE OF THE SITE AND/OR RELATED SERVICES AND/OR PRODUCTS LIMITS THE DISCLAIMERS OF WARRANTY AND/OR LIMITATIONS OF LIABILITY AS PROVIDED IN THESE TERMS, YOU AGREE THAT THE TERMS OF THIS AGREEMENT SHALL BE DEEMED AMENDED IN ORDER TO GIVE MAXIMUM, LEGALLY ENFORCEABLE EFFECT TO SUCH DISCLAIMERS OF WARRANTY AND/OR LIMITATIONS OF LIABILITY REGARDLESS OF A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY UNDER THESE TERMS.

These Terms contains the entire agreement between you and Provider regarding the use of the Site and related services and products. Your obligations under these Terms shall survive your ceasing to use the Site.

## **7. Governing Law and Jurisdiction**

These Terms are governed exclusively by the laws of Brazil, without regard to conflict of laws principles.

The parties hereby elect the exclusive venue of the federal and state courts in the State of São Paulo, Brazil, to resolve any doubts, questions or controversies arising out of the Terms herein, with express waiver of any other, irrespective of the matters of privilege, and submit to the exclusive jurisdiction of such courts in connection with any dispute related to the Site, any related products or services, or otherwise under these Terms.

Last update: 6.15.2018.