

TERMS OF USE

OF THE BRITISH SCHOOL INTERNET SITES, PLATFORMS AND APPLICATIONS (WWW.BRITISHSCHOOL.G12.BR)

These Terms of Use shall take effect as soon as new users accept its provisions, and to the existing users these Terms of Use shall take effect as of 28/05/2019.

These Terms of Use governs the general terms and conditions for the use of the TBS Channels and Internet applications ("TBS Channels") of Associação Britânica de Educação, a non-profit association and maintaining entity of The British School, Rio de Janeiro ("TBS") in accordance with Law 12.965/2014 (Brazilian Civil Rights Framework for the Internet) and Law 13.709/2018 (General Law on Data Protection).

We recommend that, prior to the use of the TBS Channels, you make a careful reading of these Terms of Use.

By using the TBS Channels, you expressly and fully agree to this Term of Use.

1. PURPOSE.

These Terms of Use governs the use of the TBS Channels, through which TBS makes available access to various contents and services to the duly enrolled and authorized members of the TBS community (parents, guardians, students and employees of TBS, hereinafter called "**Users**"), allowing interaction with TBS, including online consultations, updating of enrollment data and issuance of duplicate copy of bank payment slips, among other things.

2. ADHERENCE TO THESE TERMS OF USE AND TERM OF PRIVACY

By accessing the TBS channels, you agree to adhere to these Terms of Use and the most current version of the Statement of Privacy TBS, available in:

http://www.britishschool.g12.br/termo_adesao.php

3. CONSENT FOR THE USE OF PERSONAL DATA BY TBS.

Considering that access to the TBS Channels requires the registration of the User with the delivery of information necessary for the adequate provision of educational services by TBS, including personal data of parents, guardians and students, you expressly allow TBS to use your personal data for enrollment in TBS, access to TBS Channels and adequate provision of educational services by TBS.

4. CONDITIONS TO ACCESS AND USE OF TBS CHANNELS.

Access to the TBS Channels is free of charge for Users who, after completing their registration, received a login and password to access.

The information required for the enrollment of Users shall be treated with secrecy, stored safely and be used exclusively by TBS for the adequate provision of educational services.

We advise users to keep their password safe. To ensure the preservation and inviolability of your data, TBS also advises you not to disclose your login and password to third parties, including friends and family. If you become aware of any unauthorized access to your account, you shall immediately notify TBS by sending email to schoolsystem@britishschool.g12.br

TBS SHALL NEVER REQUEST YOUR PASSWORD, USER NAME OR OTHER PERSONAL INFORMATION THROUGH E-MAIL OR TELEPHONE CONTACT.

Keep your data correct and up-to-date. You must provide accurate, true, complete, and up-to-date information to TBS. TBS is not responsible for the content, correctness, truthfulness, authenticity, completeness or updating of the data provided by you, nor for any improper use of information published by Users or for fraud resulting from the violation of passwords, except if such misuse or fraud the sole fault of TBS.

You will be solely responsible for your actions in the TBS Channels environment.

TBS does not endorse the publication of content that infringes copyrights, trade secrets or any other rights of third parties, including offensive or unlawful discriminatory acts.

You shall use the TBS Channels without impairing or limiting any rights or interests of any third party, or in any way that causes damage, overload, disable or prevent the proper functioning of TBS Channels. It is expressly forbidden to post on TBS Channels materials containing viruses or other malicious computer programs that may cause damage to TBS Channels, other users or third parties.

The posting of any content on the TBS Channels, including messages and comments, entails the granting of a worldwide, non-exclusive, irrevocable, irreversible license for use, reproduction and publication by TBS on TBS Channels and on other platforms without any limitation.

TBS reserves the right, without prior notice: (a) to edit or delete any content posted by the User on TBS Channels which do not conform to the law, these Terms of Use or the Privacy Statement; and (b) terminate the User's account and block its access to the TBS Channels if there is a reasonable basis for suspected data falsity, or in any case of use of the TBS Channels in disagreement with the law, these Terms of Use or the Privacy Statement.

5. NO GUARANTEE OF SERVICES CONTINUITY AND POSSIBILITY OF TECHNICAL FAILURE

Due to technical and operational issues, TBS does not guarantee the permanent availability of the services and functionalities of TBS Channels, reserving the right to cancel any of these services, platforms or functionalities, at any time.

TBS shall not be liable for any indirect damages arising from the use of the TBS Channels, or for any direct or indirect damages resulting from a fortuitous event or force majeure, and for the inappropriate use of the TBS Channels or any transient failure.

Where reasonably practicable, TBS Channels shall inform Users in advance of any operational failure.

The contents available on the TBS Channels may contain errors or technical failures. Please, report

any problems sending an email to schoolsystem@britishschool.g12.br

6. DATA PRIVACY – SPAM – LIABILITY FOR FRAUDS

TBS is concerned with maintaining the privacy and security of the User Data in the TBS Channel. Your registration data shall not be sold, transferred, exchanged or disclosed to third parties.

It is forbidden to use the TBS channels to send messages to recipients who did not consent to receiving them (spam).

TBS SHALL NEVER REQUEST YOUR PASSWORD, USER NAME, OR OTHER PERSONAL INFORMATION **THROUGH E-MAIL OR TELEPHONE CONTACT.**

If you receive any unsolicited or potentially invasive email on behalf of TBS or through the TBS Channels, please send complaints to schoolsystem@britishschool.g12.br.

7. INTELLECTUAL PROPERTY

The TBS Channels, the contents and information contained therein are the property of TBS and such information is protected by intellectual property rights. Access to the contents through the TBS Channels is not an assignment of rights or license for additional of the respective TBS Channels.

Whenever TBS Channels offer direct means of sharing their content using tools or icons from social networks or other sites, platforms or Internet applications (such as Facebook, Twitter, etc.), it is hereby authorized to share these specific contents, according to the terms of use of each tool, but with the proper indication of the origin of the content (credits) and provided that such sharing is not for commercial purposes and does not compete with the TBS Channels.

In any other cases, except under express permission, the User is prohibited from:

(i) Make additional reproductions during access to the intellectual works, contents and information available in the TBS Channels;

- (ii) Transmit, distribute, disseminate to third parties, under any form of communication, the intellectual works, contents and information available on the TBS Channels;
- (iii) Use technical devices to attempt to break passwords or to encode TBS Channels, for access and interpretation of its source code, translation into different computer language or any other purpose;
- (iv) The electronic transmission of the TBS Channels or their contents from one computer to another through a network, not including in this restriction the network use of the TBS Channels;
- (v) The use of TBS Internet platforms and applications by third parties or by anyone other than the person who was originally authorized / licensed.

8. CONNECTIONS (LINKS) TO OTHER SITES

TBS Channels may contain links and connections to other sites on the Internet. The provision of these links is intended to facilitate the search of information available on the Internet, and there is no link or association between TBS and the owners of the external pages.

TBS does not previously assess, control or approve the services, information, data, files, products and any kind of material on these external pages nor does it assume any responsibility for damages, losses and/or loss of profits of any kind regarding the quality, usefulness, availability, reliability and legality of the services, information, data, files, products or any kind of material on the external pages.

9. SERVICES PROVIDED BY THIRD PARTIES THROUGH THE SITE, VIRUSES, REQUIREMENTS OF SECURITY AND UPDATE

Some financial transactions conducted on TBS Channels are completed on third party websites, platforms or Internet applications, among other reasons, to ensure the security of your financial data. In such cases, TBS is exempted from any liability for damage, loss and/or loss of profits of any nature that may arise from services provided by third parties or in the environment of its Internet websites, platforms and applications.

TBS is exempted from any liability for damages, loss or loss of profits of any nature that may arise as a result of the existence of viruses or other harmful elements on the computer/smartphone/tablet or any

other devices used to access the TBS Channels, or third party Internet websites, platforms and applications.

The User is solely responsible for maintaining the computer/smartphone/tablet or other access device free of virus and updated with the latest version of the operating system and software used to access the TBS Channels, as well as any consequential damages due to the failure to comply with these obligations or the best security practices in Internet access.

10. TERM AND AMENDMENTS

The operation of the TBS Channels is for an indefinite period.

TBS Channels, in whole or in each of its sections, may be terminated, suspended or unilaterally interrupted by TBS at any time without prior notice.

These Terms of Use may be changed at any time. Any amendments to these Terms of Use shall be promptly reported on TBS Channels.

11. APPLICABLE LAW AND COMPETENT JURISDICTION

These Terms of Use shall be construed and interpreted in accordance with the Brazilian law.

Any disputes arising from these Terms of Use shall be submitted to the exclusive jurisdiction of the Central Courts of the Capital of the State of Rio de Janeiro, Brazil.