

## **BNDES PROJECTS HUB TERMS OF USE**

### **Version 02 - Published on 08.12.2021**

The Brazilian Development Bank (BNDES) and its subsidiaries, BNDES Participações S.A. (BNDESPAR) and the Special Agency for Industrial Financing S.A. (FINAME), considering:

- (i) The terms of Law No. 13,709, of August 14, 2018, which provides for the protection of personal data;
- (ii) The provisions of Law No. 12,965, of April 23, 2014, which establishes the civil rights framework for the Internet;
- (iii) The provisions of Law No. 13,303, of June 30, 2016, known as the State-Owned Companies Law; and
- (iv) The provisions of Law No. 12,527, of November 18, 2011, known as the Access to Information Law.

Present the Terms of Use of the BNDES Projects Hub - "PORTAL," from now on referred to as "TERMS," in simple, clear and plain language, so that Users can easily understand: (i) the conditions for using our sites; (ii) the way we collect, store and use your information; as well as (iii) with whom we share this information, if authorized by the user or by law.

The BNDES System has a commitment to transparency, respect for ethics, innovation, information security and the privacy and protection of personal data of the users of its websites.

If you have any doubts, contact: [BNDESProjectsHub@bndes.gov.br](mailto:BNDESProjectsHub@bndes.gov.br).

**By accessing the PORTAL, the User expressly accepts and agrees with the terms set out below in these TERMS.** Therefore, we recommend a careful reading of these TERMS and, in case the User does not agree with them, we recommend that the User does not access the PORTAL.

## **1. DEFINITIONS**

1.1. For the purposes of these TERMS, the following definitions apply:

a) Malicious codes: any computer software, or part of computer software, designed with the intention of causing damage, obtaining unauthorized information or interrupting the operation of computer systems and/or networks;

b) Cookies: small files that accessed web pages store in browsers, for example, indicating how many accesses that page had, among other information;

c) Access device: computer, smartphone, tablet or any equipment used by the User to access the Internet;



- d) Internet: the system consisting of a set of logical protocols, structured on a worldwide scale for public and unrestricted use, with the purpose of enabling data communication between terminals through different networks;
- e) PORTAL: tool for the external communication of the BNDES Projects Hub with the User;
- f) Third Party: person or entity that does not participate directly in the relationship between BNDES and the User;
- g) User: person who uses the PORTAL services;
- h) Investors Network: additional and optional functionality of the PORTAL, which aims to bring together entities that have similar business interests;
- i) Contact Data: data with which users can contact each other outside the PORTAL environment, such as: email, phone and LinkedIn.

## **2. ACCESS TO RESTRICTED CONTENT AND USE OF LOGIN AND PASSWORD**

- 2.1. Some areas and features of the PORTAL are of restricted access, and it may be necessary to provide additional information, including personal information, to register and create a login and password.
- 2.2. The User is responsible for the accuracy of the information provided. In case of inconsistencies, access to restricted areas and features of the PORTAL may be limited or blocked.
- 2.3. The login and password are personal, nontransferable and confidential, and cannot be revealed to anyone, nor exposed in a place to which Third Parties have access.
- 2.4. The User is solely and exclusively responsible for improper access resulting from the inappropriate or negligent use of passwords.

## **3. SENDING OF COMMUNICATIONS**

- 3.1. BNDES may send communications to the contacts made available by the User through text messages (such as SMS, e-mail), or other forms, about BNDES products and services, suggestions regarding the monitoring of specific projects based on the User profile, invitation for events, market surveys, as well as security information.
- 3.2. The User may at any time inform the BNDES the wish to no longer receive advertising about products and services.
- 3.3. **ATTENTION:** BNDES does not send e-mails requesting confidential information, passwords, credit card numbers, nor containing executable files attached or links to download files. Therefore, the User must never provide



personal information or passwords in response to emails supposedly sent on behalf of BNDES.

3.4. The User may contact or communicate with BNDES through the specific channel provided on the PORTAL and on other BNDES websites, such as the Call Center and the Ombudsperson's Office.

#### **4. LINKS TO THIRD PARTY WEBSITES AND APPLICATIONS**

4.1. The PORTAL may contain links to Third Party websites. When accessing these Third Party websites, the User will be subject to other terms of use and privacy policies, for which BNDES is not responsible.

4.2. These TERMS and all information and documents provided by BNDES regarding privacy do not refer to Third Party websites, but exclusively to the PORTAL.

#### **5. USER RESPONSIBILITIES**

5.1. The User is responsible for:

- a) possessing or providing an Internet access device to use the PORTAL;
- b) the veracity, accuracy and updating of the information provided and for the consequences of possible omissions or errors;
- c) using the information available on the PORTAL in a lawful, ethical and conscious manner, avoiding injuries or damages to the User's own or to Third Parties' rights;
- d) all actions or omissions with respect to the use of the PORTAL;
- e) the content sent and/or transmitted;
- f) obtaining the consent of the holders of personal data when provided by the User to BNDES through the PORTAL, or be liable to penalties and to the disregard of the information provided, expressly exempting BNDES from any responsibility in this respect;
- g) the reparation of direct or indirect damages caused to BNDES, Third Parties or other Users, arising from the User's access and use of the PORTAL, including resulting from noncompliance with the provisions of these TERMS and from the provision of false, excessive or inaccurate information.

## 6. USER STATEMENTS

6.1. The User declares that:

- a) the information provided by him/her is true, complete, accurate and updated and recognizes that inconsistencies in the information provided may result in the interruption of the access to PORTAL services;
- b) he/she is the subject of the information or has the consent of its subject to provide it, if required by current legislation, and undertakes to transfer to the interested party, subject of such information, the information made available on the PORTAL and in these TERMS;
- c) when providing information, he/she has legal powers to do so, to avoid this information being disregarded;
- d) **he/she authorizes the use of the information provided for the purposes listed in these TERMS;** and
- e) he/she is aware that BNDES may take legal measures against the User in case of the provision of false information or declarations, or the failure to comply with the rules provided for in these TERMS, in additional Terms or in the applicable legislation.

## 7. HOW THE PORTAL SHOULD NOT BE USED

Pay attention to the following activities that go against our conditions of use:

- a) performing any unlawful act, violating the rights of BNDES or Third Parties and/or violating the legislation in force;
- b) uploading, sending or transmitting any content that is erotic; pornographic; obscene; libelous; defamatory; physical or moral violent; in support of crime, drug use and the consumption of alcoholic or tobacco products; false; as well as content promoting or inciting hatred, antidemocratic practices, illegal activities, prejudice or any other form of discrimination;
- c) using any automated system/application to carry out queries, accesses or any other mass operation, for any purpose, without authorization from BNDES; and
- d) performing acts that cause damage to any website, application and equipment of BNDES, other Users and Third Parties, including malicious code through viruses, trojans, malware, worm, bot, backdoor, spyware, rootkit, or any other means.
- e) collecting information from or about Users of the PORTAL or the functionality of the Investors Network in a manner that is not permitted or unauthorized; and
- f) selling, reselling, renting or charging for the services provided by BNDES through the PORTAL.

## 8. LIMITATIONS OF BNDES'S LIABILITY

8.1. BNDES, as custodian of the information provided by the User, must comply with all legal provisions applicable to the adequate use of the data, in order to maintain the confidentiality and privacy of the platform data.

8.2. BNDES is not liable for operations carried out on the basis of the information available on the PORTAL generated by errors or omissions.

8.3. BNDES, its executive directors and employees cannot be held responsible for the misuse of the PORTAL services and other BNDES *sites* by the User, nor for any damages, losses or expenses arising from its use or inability to use by the User.

8.4. BNDES is also not liable for any connection problems experienced by operators or Users that cause any performance failure, error, omission, interruption, defect, delay in operation or transmission, or for any transmission line or system failure, even when the BNDES or its representatives are aware of the possibility of such damages, losses or expenses.

8.5. BNDES, its directors and employees cannot be held liable for the misuse of PORTAL services and other BNDES websites by the User, or for any damages, losses or expenses arising from its use or inability to use by the User.

8.6. BNDES cannot be held responsible for taking appropriate due diligence measures in accordance with data protection regulations, or for obtaining the consent of the holders of personal data provided by the User to the BNDES through the PORTAL.

8.7. Contents sent and/or transmitted by the User do not represent the opinion or vision of the BNDES, and the User is the sole responsible for the transmission or submission of such content.

8.8. BNDES is not liable for the misuse of information and data shared by the User with partner institutions.

8.9. BNDES is not liable for the content, nor for any information, product or service provided or offered on the websites of partner institutions. The existence of links on the PORTAL or on the BNDES website does not mean any endorsement or sponsorship relationship between BNDES and partner institutions; and BNDES is not liable for the activities of any of such partners.

8.10. BNDES is not responsible for protecting the User's access device or the information it contains and is not liable for its unauthorized monitoring, or for vulnerabilities or instabilities existing in the User's systems. BNDES disclaims all liability for losses and damages of any nature that may be attributed to digital viruses, cyber-attacks or other elements in the contents of the BNDES's PORTAL and websites that may cause any changes in computer systems, electronic documents or User registration.

8.11. Under no circumstances will BNDES be held liable for the installation of malicious code (viruses, trojans, malware, worm, bot, backdoor, spyware, rootkit, or any others that may be created) on the User's or third party's access device due to Internet browsing by the User.



8.12. **ATTENTION:** BNDES does not accredit or appoint consultants, individuals or legal entities as intermediaries to facilitate, streamline or approve operations with BNDES or with accredited on-lending institutions.

## **9. INTELLECTUAL PROPERTY**

9.1. Copyrights, trademarks, domains, logos, slogans, advertising pieces, company secrets, other legal secrets, patents and other intellectual property rights belong to their respective owners. The use of the PORTAL does not imply authorization, license or assignment of intellectual property rights.

9.2. All information produced, received, acquired or in custody of BNDES through the PORTAL is considered BNDES's assets and must be used exclusively for institutional purposes.

9.3. All information contained in the PORTAL belongs to BNDES or to Third Parties that lawfully authorized, licensed or assigned their right to use and are protected by law.

9.4. The use of BNDES's copyrights, brands, advertisements, domains, logos, company secrets, patents and other intellectual property rights is prohibited without BNDES express authorization.

9.5. Unauthorized use of BNDES intellectual property may lead to penalties provided for by the law.

## **10. PROVISION OF ACCESS**

BNDES may at any time, without prior or subsequent notice, suspend, cancel or interrupt access to the PORTAL and other websites owned by it, including but not limited to maintenance, repairs, updates, and no indemnity is payable to the User and/or the organization he/she represents.

## **11. INFORMATION SECURITY AND SHARING**

11.1. BNDES maintains an appropriate Security Program and Corporate Information Security Policy, as well as Information Security and Classification Policies to ensure the proper processing of your data, in addition to the adoption of practices to prevent leakage and improper access to information.

11.2. BNDES is concerned with the security of its data, as well as that of Users and organizations, and only shares what is necessary with partner institutions, such as service providers and suppliers, including advertising, digital communication or marketing agencies, among others. In case of misuse of this information, they will be subject to appropriate legal action.

11.3. The PORTAL uses encryption (SSL protocol) to prevent the data provided by the User from being intercepted or tampered with during the transmission between the User's access device and the BNDES's computerized

systems. The PORTAL also uses digital certification. The certificate used is compatible with all current browsers and guarantees the authentication of the websites.

11.4. BNDES has a technical team to deal with security incidents related to the websites and services offered by it and carries out periodic audits to increase the level of security of its processes and information technology infrastructure.

11.5. Personal information is collected, stored and used only by authorized and qualified employees to perform the functions inherent to contacts with Users, aiming at improving the browsing experience on the PORTAL and eventual conducting of business over the internet. In case of misuse of this information, they will be subject to appropriate disciplinary and legal action.

11.6. The information mentioned in item 11.5 may be shared with Third Parties only for the following purposes:

- compliance and execution of legal, regulatory and contractual obligations and for the protection and regular exercise of the rights of the User, the organization the User represents and the BNDES;
- fulfillment of demands, requests and decisions by judicial, administrative or arbitration authorities;
- investigation of possible violations, including those related to the PORTAL;
- creation, provision, maintenance, operation and improvement of the PORTAL, as well as of its resources and features;
- creation, provision, maintenance, operation and improvement of activities, initiatives, products and services of the BNDES and its strategic partners;
- to meet the purposes set forth in these TERMS; and
- use of analytics<sup>1</sup> tools or others of a similar nature with partner institutions, especially with other users with a similar investment profile.

11.7. The institutions receiving this data will be subject to obligations related to the maintenance of strict security standards, always aimed at the confidentiality of the information and following the rules of bank secrecy and other rules of personal data protection and privacy.

11.8. Data may also be shared with citizens upon request, provided there is no secrecy, in accordance with Law No. 12,527, of November 18, 2011 (Access to Information Law).

11.9. Anonymized, grouped, from cookies or other information that does not allow the personal identification of Users may also be shared.

11.10. BNDES does not sell to Third Parties, under any circumstances, data or information provided by the User.

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<sup>1</sup> Google Analytics, a web data analysis service provided by Google, Inc.

11.11. As BNDES is a public financial institution, the data provided may be shared with oversight entities and bodies, such as the Central Bank of Brazil, the Federal Court of Accounts and the Federal Public Prosecutor's Office, if requested, to allow greater transparency and supervision in the performance of BNDES. When we share this data, these institutions are required to maintain the confidentiality of this information and observe the Brazilian General Personal Data Protection Law.

## **12. PRIVACY AND CONFIDENTIALITY NOTICE**

12.1. BNDES declares that registration of access, registration of the User's personal data, compliance with privacy rights, protection of personal data, confidentiality of private communications and other confidentiality-related procedures are carried out in accordance with the legislation in force.

12.2. All records will be kept strictly confidential by BNDES, in a controlled and secure environment, for the applicable legal term.

## **13. DATA COLLECTION AND PROCESSING**

The PORTAL collects and processes the following data, which is the minimum required for executing and improving the services provided:

- a) identification data (e.g. name and surname, CPF number for registered Users, identity document number);
- b) contact information (e.g. e-mail, login, password and contact information, including telephone number);
- c) data related to the use of the PORTAL (e.g. authentication cookies for User identification, session cookies for access control and registration of activities in areas of the PORTAL, such as: consultation, research and use of services by clients, benefits and access to the website, information on number of clicks, pages accessed, pages accessed after leaving the website);
- d) user connection log data (e.g. browser, IP number with date and time, origin IP);
- e) data related to the profile of activities and types of projects and sectors in which the User seeks to invest; and
- f) data related to the economic profile of the User (e.g. Gross Operating Income and assets).

## **14. PURPOSES OF DATA COLLECTION AND PROCESSING**

All data provided by the User or collected automatically will be processed for the purposes indicated below in accordance with legal provisions in force:

- a) fraud prevention and resolution of technical or security problems;
- b) offering products most suitable to the User's profile, including data grouping for the preparation of statistics and analytic tools;
- c) responding to requests and clarifying doubts;
- d) contacts by telephone, e-mail or other means of communication; and



e) compliance with legal and regulatory obligations.

## **15. DATA STORAGE**

15.1. The personal data records provided by the User are stored in a BNDES's on-premise database within a controlled environment for the applicable legal term.

15.2. Browsing data records (User log data) are stored on the cloud, in Google Analytics<sup>2</sup>, and do not include data collected from the PORTAL that could be used by Google to identify the User.

15.3. Only BNDES employees who manage the PORTAL, with proper authentication and access registration, have access to the stored data.

15.4. Through the Fala.BR Channel - Integrated Ombudsperson's Office and Access to Information Platform, available at <https://falabr.cgu.gov.br/>, the personal data subject may exercise the rights set out below:

- (i) data access;
- (ii) confirmation of the existence of processing;
- (iii) correction of incomplete, inaccurate or outdated data;
- (iv) withdrawal of consent, ratified the processing carried out under the support of the consent previously expressed;
- (v) knowing with which public and private entities BNDES shared their data; and
- (vi) request to anonymize, block or delete unnecessary, excessive or processed data that does not comply with the provisions of the Brazilian General Personal Data Protection Law (LGPD).

15.5 BNDES will process the request formulated based on the requests listed above and, if it is not possible to meet the request, the appropriate justifications and respective legal basis will be provided.

## **16. UPDATE OF THE TERMS OF USE**

16.1. These TERMS have an indefinite duration. However, BNDES may amend, change and update it at any time, due to changes in legislation, the adoption of new technologies, the introduction of new features or when it deems necessary, clearly and comprehensively informing the User about such amendments.

16.2. By continuing to access the PORTAL, after the TERMS are amended, the User agrees to the changes made. In case of disagreement with the TERMS, additional terms or their updates, the User must not use the PORTAL.

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<sup>2</sup> Google Analytics, a web data analysis service provided by Google, Inc.

16.3. Any changes and/or updates to these TERMS will take effect as of the date of their publication on the PORTAL and must be fully observed by the User.

16.4. The TERMS should be consulted regularly by the User, as the BNDES will publish notices on the PORTAL regarding any changes made to it.

16.5. The date of the last modification will be posted on the document.

## **17. INVESTORS NETWORK**

17.1. The Investors Network is an optional tool that aims to enable the connection of Users, with the objective of giving greater visibility to projects structured by BNDES and strengthening the business ecosystem.

17.2. All other items of these Terms apply to Users of the Investors Network, in particular items 5 to 8.

17.3. There are two types of Users in the Investors Network, the Issuing User (who sends an invitation) and the Receiving User (who receives the invitation).

17.4. The Issuing User may use filters to search for other users with possibly converging interests. If there is interest in any of the Users searched, it will be possible to send an invitation, through which the Issuing User expressly consents to the sharing of their data with the Receiving User of the invitation, except for Contact Data such as email, phone and LinkedIn.

17.5. The Issuing User will only be able to view on the filter screen of the Investors Network environment the Users that indicated, when carrying out their registrations, a preliminary interest in establishing contacts with Users who match the profile of the Issuing User.

17.6. The Receiving User of the invitation must inform which invitations he/she wishes to accept and which invitations he/she wishes to refuse, being aware that the acceptance of the invitation represents the consent to share his/her data (including the Contact Data) with the Issuing User and the possibility of communicating with him/her through internal messaging.

17.7. Both sending and accepting an invitation will be informed by e-mail or by telephone message to both parties (Issuing User and Receiving User).

17.8. After acceptance of the invitation, there may be an exchange of messages in a messaging environment within the Hub (without limitation of messages) and both Users will have access to the Contact Data (phone, email and LinkedIn) of the other party.

17.9. Each acceptance of the invitation made will be stored in the BNDES system, as well as the storage of all messages exchanged over the internal messaging system. If they prefer to keep them private, Users may handle



sensitive business matters through other communication channels, with the PORTAL merely serving as an instrument of initial contact between Users.

17.10. As provided in sub-item 8.5 of these Terms, BNDES is not responsible for the conduct of Users within or outside the Investors Network. The User is solely responsible for their interactions with the other Users, agreeing to act with caution and lawfully in all such interactions.

17.11 BNDES is not responsible and does not offer any guarantee of the accuracy, effectiveness and adequacy of any information, content, product or service provided by Users or Third Parties, including hyperlinks to external pages.

17.12. BNDES does not make any prior selection in the filters, and there is no interference or preference in relation to Users, always acting impartially.

17.13. BNDES does not make any business promises or results, not obtaining any financial advantage from the Users of the Investors Network. The functionality aims only to bring together entities that may have converging interests in the development of projects relevant to Brazil, and BNDES cannot be held responsible in the event of failure or default of one of the Users who has accepted the invitation of another and, thereafter, established commercial or legal relations with each other.

17.14. BNDES recommends only using the Investors Network for the initial contact (approximation), after which the interactions between Users should preferably be carried out in other environments, as there will be the storage of interactions and connections in the system.

17.15. Based on the internal data already in its possession or obtained through questioning made directly to the User, BNDES will seek to validate the Gross Operating Income and the Assets under Management of the Users registered in the PORTAL. This validation does not represent any type of recommendation or guarantee in relation to the User, and all relations with the Users are their exclusive responsibility.

17.16. The absence of validation does not mean any kind of ineligibility of the User and may not give rise to any type of indemnity claim, representing only the absence of information by BNDES that can corroborate the financial data informed by the User during registration. At any time, the User may clarify discrepancies or complement insufficient information in order to obtain validation by BNDES.

17.17. BNDES reserves the right to cancel the User's participation without prior notice, if it verifies an inappropriate/illegal posture or when a violation of these TERMS is practiced, including inappropriate actions or communications that occur outside the Investors Network.

## 18. FOLLOWING PROJECTS

18.1. There is a possibility for the PORTAL User to follow projects.

By following a project, the User consents to: (i) being identified for connection purposes in the Investors Network as someone who has an interest in the project(s) and (ii) the sending of a Project Update Notice email by BNDES to the specific project(s) that he/she has chosen to follow.

18.2. The Project Updates Notice will be sent by email or cell phone message and will contain relevant updates on the project pages, such as changes in the schedule, upload of new presentations to the PORTAL, significant changes in project parameters, inclusion of event pages such as Public Hearings and Publication of procurement processes, among others.

## 19. GENERAL PROVISIONS

19.1. Brazilian law is applicable to these TERMS. The judicial district of Rio de Janeiro and BNDES headquarters are elected to settle any dispute arising from these instruments that cannot be resolved out of court.

19.2. The User may contact BNDES at any time to clarify doubts about these TERMS, as well as to request information about shared data or its exclusion from the PORTAL, as indicated in the section "Sending of Communications" and in item 15.4 of these TERMS.

19.3. If any provision of these TERMS, for any reason, is found to be null or ineffective by any court or judicial decision, the other provisions will not be affected by such decision and will remain fully valid and binding, generating effects at their maximum extension.

19.4. **By selecting the checkbox "I have read and agree to the TERMS OF USE," the User declares that he/she has carefully examined and unconditionally agreed with all the conditions set out in these TERMS, allowing BNDES to collect, store and share his/her data knowingly provided, as well as automatically generated data, for the purposes listed in these TERMS.**