

## **TERMS OF USE OF DI BLASI, PARENTE & ASSOCIADOS WEBSITE**

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### **1) ACCEPTANCE OF THE TERMS OF USE**

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1.1 The site use assumes that the user has read, understood and accepted the terms set out.

### **2) WEBSITE AVAILIABLE CONTENT**

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2.1 All content, current or future, published on the site is institutional and informative, and should not be construed as legal advice of any nature.

2.3 The firm is not responsible for the content of any third-party website to which the user is directed from links on this website.

2.4 The firm shall not under any circumstances be liable to any third-party for any loss, damage, cost or expense arising from any error, omission or change in the information provided herein, nor for any delays, inaccuracies, errors or interruptions caused by these events, during the supply of any information through the pages of the website.

### **3) INTELLECTUAL PROPERTY RIGHTS AND PERSONAL RIGHTS**

3.1 The content available on the site is protected by Intellectual Property rights and / or Personality Rights. Such protection includes, but is not limited to, brands, articles, texts, photos, images, videos, layouts, etc. and their unauthorized reproduction is prohibited, under penalty of adopting the appropriate extrajudicial or judicial measures.

3.2 All the articles and professionals images that integrate the firm team in the website had their previous publication and expressly authorized by them.

3.3 The firm commits to remove from its pages photos, images, videos, etc., whose rights may be claimed and proven by third-parties expressly expressing their opposition to such publication.

3.3 The trademark **DI BLASI, PARENTE & ASSOCIADOS** is legitimately protected in its mixed form by means of registration with the National Institute of Industrial Property - INPI (registration no. 904453472), under the terms of the legislation in force. It is expressly forbidden to reproduce or post in any media without the express consent of its owners.

### **4) PROTEECTION OF PERSONAL DATA**

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4.1 The firm may collect personal information from users of your site, such as name and e-mail address, to send newsletters, with the express consent of the visitor, manifested by sending the information through the websites form.

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4.2 The firm undertakes not to disclose or share, by any means, the data of any individuals or legal entities that may be sent to the website by means of a register for receiving newsletters, as well as to promote the

exclusion, within a period of 10 (ten) business days, of registered users' addresses for receiving such information, if expressly requested by them by sending e-mail to this effect.

4.3 Any information forwarded to the website through express links or to the physical addresses of the firm will be treated as confidential and will not be disclosed by any means. Excluded from this rule is information that is already publicly known prior to disclosure, whether by legal force or by disclosure of third parties; as well as the information that the sender allows the disclosure.

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## **5) AMENDMENT OF THE TERMS OF USE**

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5.1 The Office reserves the right to change, modify or extinguish any terms or clauses of this "Terms of Use" agreement at any time without prior notice to its users. Your continuous use of the service, after any alteration has been made, shall signify your acceptance of such alterations.

## **6) APPLICABLE LEGISLATION**

6.1 Applicable to this instrument: Law 9,610 / 1998, Law 9,279 / 1996, Law 10,406 / 2002 (Brazilian Civil Code) and Law 12,965 / 2014 (Brazilian Internet Act).

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## **7) RESOLUTION OF CONTROVERSIES**

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7.1 The Parties may, as soon as a conflictive situation is established, prioritize the composition and attempt to resolve it in a friendly manner by sending a notification to the other part.

In case of the above suggested notification is not made or the attempt is unsuccessful, the Parties agree to participate in a pre-mediation meeting conducted by a mediation center to be chosen from among the Parties, out of the following three (03) options: (i) the Brazilian Industrial Property Association (ABPI), (ii) the Brazilian Mediation and Arbitration Center (CBMA), or (iii) the Brazil-Canada Chamber of Commerce Arbitration and Mediation Center (CCBC) in order to assess the possibility of resolution through a collaborative procedure rather than contentious procedure.

In case of the agreement is not reached through a collaborative procedure within a period of four (4) months, the Parties will settle the dispute through the judicial process, electing the Forum of the District of the Capital of Rio de Janeiro as the competent jurisdiction to settle any controversy deriving from this Term, with the express waiver of any other, no matter how privileged or special it is.

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