



Fundação St. Paul's

ENGLISH VERSION

ST. PAUL'S FOUNDATION TERMS OF SERVICE

Update: 03rd December 2021

Welcome to St. Paul's Foundation!

The Terms of Service cover all formal rules and regulations governing the use of the St. Paul's Foundation website electronically available through the link www.fundacaostpauls.org.br ("Site") by all users (hereafter identified as Users).

FUNDAÇÃO ST. PAUL'S DE APOIO À EDUCAÇÃO, a private company registered with the CNPJ under no. 09.624.241/0001-68, having its head office at Rua Juquiá, 166, Jardim Paulistano, São Paulo/SP, CEP 01440-903; ("St. Paul's Foundation")

As a condition for the access and use of the Site's functionalities, Users must confirm that they have read and agree to all the Terms of Service.

1. SITE'S FUNCTIONALITIES

1.1. Donate. The St. Paul's Foundation maintains an area for donations. This area provides information about how to support, monthly or in a one-off contribution, the maintenance of the Foundation and its institutional actions. In addition, donations enable the St. Paul's Foundation to find, develop, and support our scholars.

1.1.1. The donor must fill in their registration data, choose the frequency, amount and payment method for the donation.

1.1.2. For donations above R\$5,000.00 (five thousand reais), the donor must contact the St. Paul's Foundation via e-mail contato@fundacaostpauls.org.br for more information.

1.2. Payment. Donations can be made via bank payment slip, credit card, debit card and debit card.

1.3. Free Use. All information and functions made available on the Site are intended for individuals of all ages.

1.4. Eligibility. St. Paul's Foundation may change the eligibility and use criteria for Site access at any time at its discretion, with no required communication or prior notice to Users or any third party.



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1.5. Site's presentation. The Site and its functions are presented to Users as they are available at the access time, but may undergo regular improvements and updates, with no prior notice required. Consequently, layouts may vary.

1.5.1. In this case, St. Paul's Foundation undertakes to make reasonable efforts to preserve the Site's functions with respect to usability and browsing.

2. WEBSITE USE

2.1. Site Access. The www.fundacaostpauls.org.br link is the primary access for the Site, and no other link should be used unless authorised by St. Paul's Foundation.

2.2. Newsletter. Users may access to a range of information, content and institutional news of the St. Paul's Foundation.

2.3. Scholarship. The Site will provide information about the scholarship programme, the selection process as well as frequent asked questions.

2.4. Service Channel. The Site offers a range of support tools to help Users navigate St. Paul's Foundation systems.

2.5. Accuracy and use of information. Users have sole responsibility for the accuracy of all information they enter on the Site. Users are liable in both civil and criminal terms for any consequences resulting from the irregular use of third-party information or false information.

2.5.1. Users must inform St. Paul's Foundation through the Site of any changes in information or circumstances.

3. CONTENT, SUBMITTED DATA AND INTELLECTUAL PROPERTY

3.1. Intellectual Property. Upon accessing the Site, Users declare that they will respect all intellectual property rights of St. Paul's Foundation, including, but not limited to, computer programs, copyright and intellectual property rights on brands, patents, domain names, corporate name and industrial designs, occasionally deposited or registered in the name of St. Paul's Foundation, as well as all rights related to third parties which are, or have been available on the Site. User violation may give cause to the payment of an indemnification for judicially verified damages.

3.2. User Data. A User is and will remain titleholder and owner of all data submitted and/or shared in the Site by Users ("Users Data"), with any associated liability for that data.

3.3. Legality of User Data. St. Paul's Foundation will not be compelled to process or treat any of User Data if there is reason to believe that this would involve St. Paul's Foundation in any violation of any applicable law or that the Site is being used, under St. Paul's Foundation exclusive discretion, for any illegal or unlawful purposes or purposes contrary to morality.



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3.4. Storage. St. Paul's Foundation does not provide data storage services through the Site; therefore, St. Paul's Foundation does not have any obligation to store, retain or provide, to Users or to any third parties, a copy of User Data or any content.

3.5. Data mining. The use of any form of data mining software in the Site is prohibited.

3.6. Site Integrity. Users undertake not to access the Site's programming areas, its database, source codes or any other data set available in such environments. Nor must Users perform or allow reverse engineering, translate, decompile, copy, modify, reproduce, rent, sublicense, publish, disclose, transmit, lend, distribute or otherwise improperly intervene in any of the Site's functionalities.

4. EXEMPTION AND LIMITATIONS OF LIABILITY

4.1. Site availability. St. Paul's Foundation endeavours to ensure that Site availability is continuous and uninterrupted. There may however be temporary lack of availability due to maintenance or third-party events such as natural disasters, system failure, invasive cyber-attack which lie beyond the scope of the Foundation's liability.

4.1.1. Should this occur, St. Paul's Foundation will do whatever is within its power to restore site as soon as possible within the technical limits of its services and third-party services on which it depends to be online. Consequently, there is no indemnity or fine for lack of service for however long that lasts.

4.1.2. Should maintenance procedures result in lengthy periods of Site closure, St. Paul's Foundation will contact Users with further information through existing channels.

4.1.3 Without prejudice to other conditions herein, St. Paul's Foundation is not held liable:

- a) For any problems, bugs, glitches or improper functioning occurring in its devices and equipment;
- b) For any direct or indirect damage caused by third-party events, for example, but not limited to, hacker attacks, system, server or internet connection failures, including software actions which might, in any way, damage assets due to access, use or navigation of the Site;
- c) For browsing on any external links made available on the Site. It is Users' duty to read the Terms of Use and Privacy Policy of the service accessed and to act as set forth; and
- d) For verifying, controlling, approving or ensuring suitability or accuracy of the information or data made available in such links to third-party services. Therefore, it is not liable for losses or damages occurring from visits to such sites. Users must verify the reliability of the information and data therein displayed prior to taking any decision or practising any act.



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5. DATA PRIVACY AND PROTECTION

5.1. Personal Data. St. Paul's Foundation has a document of its own, named Privacy Policy, which rules the processing of the data collected in the Site, being an integral and indivisible part hereof and which might be accessed at any time on the Site.

5.1.1. St. Paul's Foundation will monitor, by the proper means, its own compliance with the respective personal data protection duties.

6. SECURITY RECOMMENDATIONS

6.1. Site Access. Users must verify that they have accessed the St. Paul's Foundation website and ensure that they are not visiting a site created in an attempt to steal User data.

6.1.1. Users should verify the Site's integrity by clicking on the lock symbol in the browser's address bar and checking that all certificates are current and accurate.

6.1.2. Should the browser fail to present current and accurate certificates and/or return with a message that the access is not safe, Users should immediately leave the Site and inform St. Paul's Foundation through official channels.

7. PENALTIES

7.1. Penalties. Non-compliance with any clause hereof may lead to: (i) temporary suspension of User login; (ii) blocking and exclusion of a User's Site Account and/or (iii) civil or criminal liability for any data breaches.

7.1.1. Users undertake not to carry out any actions which are contrary to morality, ethics and good faith. Users must under no circumstances disclose, instigate or assist in the practice of unlawful or fraudulent acts. Whenever Users become aware of any breach or any unlawful or fraudulent act, they must notify St. Paul's Foundation immediately under the penalty of the provisions of clause 6 above.

8. MISCELLANEOUS

8.1. Service Channels. Users may use the Service Channels made available on the Site if they are aware of improper content on the Site, whether it is notably unlawful or contrary to these regulations.

8.2. Update of Terms and Conditions. These Terms are subject to regular revisions and updates. Therefore, St. Paul's Foundation reserves the right to change the Terms at any time to ensure full compliance with the provisions of all laws and regulations governing data protection.

8.2.1. Without prejudice to other conditions herein, St. Paul's Foundation will notify Users by means of the tools available on the Site or by alternative means provided by Users.



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- 8.3. Obligations and waivers.** The tolerance of any breach of any conditions hereof will not constitute a waiver or alteration of contract obligations nor will it prevent St. Paul's Foundation from demanding such conditions at any time.
- 8.4. Nullity.** If any provision hereof is deemed inapplicable or ineffective, the remainder shall normally continue to apply.
- 8.5. Communication.** Users acknowledge that all communication carried out by e-mail, SMS, WhatsApp or telephone is valid, efficient and sufficient for the disclosure of any issue referred to the Site.
- 8.6. Directions.** The Site's access may direct Users to other platforms linked to St. Paul's Foundation with their own Terms of Use and Privacy Policy, and Users will be responsible for complying with these regulations.
- 8.7. Date and time.** The Site is based on the official date and times of Brasília (UTC/GMT - 03:00).
- 8.8. Governing law and venue.** These Terms will be construed according to Brazilian law, in the Portuguese language, and the venue of the City of São Paulo, State of São Paulo, is elected for the settlement of any disputes, except if the applicable legislation specifically specifies another personal, territorial or functional competence.
- 8.8.1. In case Users are not domiciled in Brazil and due to the services provided by St. Paul's Foundation by means of this Site being intended for the national territory, Users are subject to Brazilian law, therefore agreeing that, in the case of any litigation, the action take place in the City of São Paulo, State of São Paulo.

9. GLOSSARY

- i. **St. Paul's Foundation:** FUNDAÇÃO ST. PAUL'S DE APOIO À EDUCAÇÃO, a private company, registered with the CNPJ under no. 09.624.241/0001-68, having its head office at Rua Juquiá, nº 166, Jardim Paulistano, São Paulo/SP, CEP 01440-903.
- ii. **Service Channel:** Contact means made available by St. Paul's Foundation, for the forwarding of doubts and suggestions related to the Site.
- iii. **Layout:** Set composed of the Site's aspect, design and flows.
- iv. **Link:** Terminology for the internet address.
- v. **Users or Users:** Natural persons accessing the Site.