

TERMS AND CONDITIONS

Last updated on 12.04.2023

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1. Definitions

User: all individuals who use the Website, including Gaman Capital's employees.

Website: www.gaman.capital

General Data: any information about the Users relating to (i) browsing activities within the Website, access to pages, keywords used in search engines, IP address, browsing time, cookies information, technical information about their device, the User's browser, operating system, among others; (ii) Personal Data (defined below); and (iii) information eventually provided by third parties to whom the User has authorized to make available, as well as to use, store, process and/or transfer them.

Personal Data: any personal information that the User provides, whether by email or on the Website, for example, through the completion of forms or submission of resumes for a recruitment database, including: public name, full name, corporate name, personal documents (ID, CPF, driver's license, CNPJ), date of birth, contact information (e.g. landline number, cell phone number, residence or domicile, email address, among others) and social media profiles.

2. Introduction

Below are the Terms and Conditions ("Terms and Conditions") related to the website www.gaman.capital, owned by GAMAN CONSULTORIA, ASSESORIA E GESTÃO LTDA, registered under CNPJ/MF number 47.223.316/0001-06 headquartered at Rua Lauro Müller, nº 116 – Office 2707, Botafogo, Rio de Janeiro, RJ ("Gaman Capital", "we" or "our"), which sets forth the main rules that must be observed by all individuals who access the Website.

By accessing or using the features of the Website, the User declares to have fully read and understood the rules here presented, being fully aware of and in agreement with the Terms and Conditions. The User, upon accessing Gaman Capital's Website, will be responsible for complying with all applicable terms and rules.

3. Website Functionality

The Website was created to present information to a general audience and enable contact with Gaman Capital. It was designed to be as compatible as possible with the most common browsers in the market and mobile devices.

The Website and its functionalities are presented to the User as they are available and may undergo constant improvements and updates.

We reserve the right to refuse, not approve, cancel or limit any request if the User does not provide correct data or if we verify that the Website has been used fraudulently or contrary to the Terms and Conditions.

4. Personal Data Processing

By providing their data on the Website or sending an email to the address available in the “CONTACT” section, the User agrees that they may receive messages with notices, news, and relevant information from Gaman Capital. The User has the option to stop receiving such communications if desired.

This document aims to record the User’s express agreement with the processing of their Personal Data for specific purposes set out in this document and in the Privacy Policy, an integral and inseparable part of the Terms and Conditions, in accordance with Law number 13.709 – General Personal Data Protection Law (LGPD).

By expressing acceptance of this document, the User consents and agrees that Gaman Capital makes decisions regarding the processing of the User’s Personal Data, as well as carries out the following data processing operations: collection, production, reception, classification, use, access, reproduction, transmission, distribution, processing, archiving, storage, elimination, evaluation or control of information, modification, communication, transfer, dissemination or extraction, in accordance with the Privacy Policy.

5. Website Use

The User commits not to access source codes or any other dataset available on the Website, as well as not to perform or allow reverse engineering, not to translate, decompile, copy, modify, reproduce, rent, sublicense, publish, disclose, transmit, lend, distribute, or otherwise inappropriately dispose of the Website’s features, under penalty of indemnifying Gaman Capital and third parties eventually harmed by incurred damages.

The use of data mining software (bots, crawler, spider, among others), of any type or kind, as well as any other not mentioned here that acts similarly, is prohibited.

6. Content and Intellectual Property

Unless otherwise established in the Terms and Conditions, all news, images, videos, and trademarks available on the Website, in any language or form, are of exclusive property of Gaman Capital or licensed to Gaman Capital and/or to its service providers. The use of the Website does not generate any presumption of transfer of this ownership or license.

The Gaman Capital trademark is a registered property and cannot be reproduced without the company's express authorization. Photographs and videos require the company's authorization for editorial reproduction or any other type of commercial use. For this purpose, please contact us through our Website.

The User acknowledges that Gaman Capital, except at its sole discretion, will not disclose or provide any systemic or algorithmic information related to the Website.

7. Disclaimer

Gaman Capital endeavors to maintain continuous and permanent availability of the Website. However, temporary unavailability may occur occasionally due to necessary maintenance or even caused by force majeure, such as natural disasters, failures in communication systems and Internet access, invasive cyber-attacks, or any third-party facts beyond our surveillance and responsibility.

Should this occur, Gaman Capital will make every effort to restore access to the Website as soon as possible, within the technical limitations of its services and of its third-party services, on which it depends to be online.

Gaman Capital, its directors, or employees shall not be liable for any damages (direct, indirect, special, incidental, or consequential), losses, or expenses arising from the User's browser connection to this Website, or from the use or inability to use by the User, or due to any performance failure, error, omission, interruption, defect, or delay in operation or transmission, or due to computer viruses, or system or line failure, even if Gaman Capital or its representatives have been advised of the possibility of such damages, losses, or expenses.

Gaman Capital is not responsible for any consequences arising from the negligence, imprudence, or incompetence of the Users regarding their General Data. We guarantee and are only responsible for the security of data processing procedures and compliance with the purposes described in this document.

Without prejudice to other provisions of this Terms and Conditions, Gaman Capital is not responsible for:

- Malicious actions by third parties, such as hacker attacks, unless it is proven that the negligent or deliberate conduct was by Gaman Capital. We emphasize that in the event of security incidents that may pose a significant risk or damage to any of our Users, we will notify those affected and the National Data Protection Authority about the incident and comply with the necessary legal measures.

- Inaccuracy of the information provided by the User in an eventual necessary registration. Any consequences arising from false information or submitted in bad faith are the User's entirely liability.
- Any problems, bugs, glitches, or improper functioning that occur on the Users' devices and equipment.

8. Content Accuracy

The content displayed on the Website may include minor technical, typographical, or photographic discrepancies, exempting Gaman Capital from any liability for eventual inaccuracies, outdated information, or content errors.

Gaman Capital may make changes to the content on its Website at any time, without prior notice. However, Gaman Capital does not commit to making updates on a recurring basis.

9. Links

Gaman Capital declares that is not responsible for the content of any linked website, therefore the inclusion of any third-party website link does not imply endorsement by Gaman Capital of its content and practices. Users should be aware that the use and access to third-party websites are at their own risk.

10. General Provisions

We reserve the right to correct or update the terms of this document to reflect volatile legal requirements or our processing activities. We encourage Users to periodically review the Terms and Conditions to obtain the most recent information about our practices and privacy policies.

If any provision of the Terms and Conditions is deemed unenforceable or ineffective, the remainder shall continue to be in full force.

The Terms and Conditions will be interpreted according with Brazilian law, in the Portuguese language, and the Forum of the County of Rio de Janeiro, RJ, is elected to settle any controversy, unless the applicable law specifically reserves another personal, territorial, or functional jurisdiction.