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## – TERMS OF USE –

### ALLY

*Legal Compliance - updated on September 17, 2018*

*Complies with: European Directive 94/96 / EC; "Protection and Electronic Documents Act-PIPEDA; Brazilian Federal Constitution (1988); PL 181 of the Brazilian Federal Senate; Habeas Data Law (1997); Code of Consumer Protection (1990); Law on Access to Information (2011); Positive Registration Law (2011); Law on Urban Mobility - Law 12.587 / 12 Civil Internet Framework (2014), General Data Protection Regulation (GDPR) - 2016/679 and General Data Protection Act (Brazil) - Law **13.709 / 18***

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#### CLAUSE 1: INITIAL PROVISIONS

1.1. By electronically accepting this term, by clicking on the "READ AND ACCEPT THE TERMS OF USE" button on the registration page complementary to it, the USER, a major and capable individual or legal entity, automatically agrees and agrees to fully submit to these terms and conditions, stating that PLATAFORMA makes available its information and statistics free of charge, even in the face of any future changes, in addition to accepting the provisions of the policies of this PLATFORM.

1.2. This instrument will be the only one governing the relationship between the USER and ALLY and does not prevent other negotiations from being made in a subsidiary and subsequent manner. Acceptance of these TERMS OF USE is essential so that the USER can use the PLATFORM.

1.3. It is hereby established that in this document both the TERMS OF USE of the PLATFORM and the LICENSE OF USE shall be established, establishing the general terms and conditions that will limit and guide the use of the PLATFORM by the licensee.

1.4. Acceptance of this document implies the declaration of knowledge of all its provisions and clauses, without exceptions. Acceptance will only be full and complete, being an express statement. In the event that the USER disagrees with any of the provisions, you will have full freedom not to use the PLATFORM or cease its use, if already registered. It is therefore not possible to plead not to be aware of any of the obligations set out here.

1.5. The provisions of this document will always be available to the USER at the time of registration, and, expressly, acceptance will be required. The amendment of these provisions may occur at any time, the use of PLATAFORMA will mean consent to be bound by the new provisions and the new TERM.

1.6. PLATAFORMA is the exclusive property and initiative of SELLEAD DESENVOLVIMENTO DE SOFTWARE LTDA.

1.7. The data required in the initial registration are under the exclusive custody of ALLY. Provisions regarding the processing and storage of data are contained in ALLY's PRIVACY POLICIES.

1.7.1. The data mentioned here are specified ahead in a timely clause on the registration procedure.

1.7.2. Other data obtained in the use of the platform are not necessarily treated by ALLY, the treatment and custody will be explained in specific topics later.

1.8. The following definitions apply to this document:

"PLATFORM" or "ALLY": It is the platform of information technology called ALLY, consubstantiated in electronic platform available for computers. Developed by SELLEAD DESENVOLVIMENTO DE SOFTWARE LTDA, enrolled with the CNPJ under nº 23.828.556 / 0001-76, whose function is to establish marketplace of products and services in national and international scope for exchange agencies, Intercambistas, educational institutions, providers and operators of tourism;

"AGENCIES" or "AGENCIES": These are the public or private institutions dedicated to the exploration of tourism and international exchange that commercialize opportunities in the field;

"CADASTRO" or "ACCOUNT": is the digital summary record in which the USER, the largest and most capable individual, will uniquely and exclusively include his personal and professional data, informing the PASSWORD and name in order to obtain access to the PLATFORM. ALLY uses the records to catalog and organize user data;

"CONTROLLER": According to the General Law on Data Protection, it is a natural or legal person who is responsible for decisions regarding the processing of personal data.



"DEVELOPER": SELLEAD DESENVOLVIMENTO DE SOFTWARE LTDA, legal entity under private law, registered with CNPJ nº 23.828.556 / 0001-76, established at Av. Bandeirantes, 3900, in the city of Ribeirão Preto, State of São Paulo, responsible for development, adjustments and maintenance of the PLATFORM.

"IN CHARGE": indicated by the CONTROLLER, acts as a channel of communication between the controller and the data holders and the state authorities, when necessary;

"SCHOOLS" or "SCHOOLS": These are educational institutions, public or private, focused on teaching and education, and can promote international exchange and integration between students and institutions.

"LOGIN": this is the user and password entered by the USER when completing his / her REGISTRATION, being the means used to access the PLATAFORMA functionalities;

"OPERATOR" means a natural or legal person who processes personal data on behalf of the controller;

"PROVIDER" or "PROVIDER": Partners who expose and sell services of diverse, yet related or accessory, object, directly or indirectly, to a service of educational purpose, without definition or prior categorization;

"USER: you are a PLATAFORMA user, a bigger and capable individual, who will include your personal and professional data, launching your information in a virtual environment in order to use the features offered by ALLY;

"PASSWORD": is the sequence of letters or numbers, chosen by the USER, composed of characters chosen, which must be previously informed by the USER when accessing the PLATFORM. It can be recovered according to the guidelines set forth in PLATFORM;

"SERVER": use of AMAZON WEB SERVICES server as receiver of the information included in the DATA BANK;

"SITE" is the electronic portal of ALLY, located at <https://app.sellead.com/>;

"INTERCONNECTION": transferring data from one bank to another

## CLAUSE 2 - OF THE OBJECTIVE

2.1. The PLATFORM ALLY, has as main objective to promote the approximation between SCHOOLS, AGENCIES and PROVIDERS, so that its products and services can be more easily exposed and negotiated in the middle of international studies and exchanges, being the sending of budgets equally facilitated, taking into account so that the USER has many advantages when using the marketplace. ALLY also offers services to improve the internal organization of these entities, having greater control over the operations, business, transactions, commissions and payments made.

2.2. The use of the platform will be given by granting the use license to the USER.

2.3. ALLY reiterates that it is only aimed at promoting this main objective and nothing more, all activities and efforts will be aimed at the best experience of USERS, whether they are SCHOOLS, AGENCIES OR PROVIDERS.

## CLAUSE 3 - OF THE FUNCTIONS OF THE PLATFORM

3.1. ALLY's functions are:

- a) Providing operational and informative modules focused on rationalizing the sending of budgets and contact between entities of the international student body and entities with ancillary and ancillary functions to those of the former;
- b) Providing modules focused on the internal organization of the institution, its business plan, business plan, fundraising and sales plan, Business Intelligence, agenda, facilitated electronic correspondence templates (e-mail templates), among others ;
- c) Facilitating the exchange of documents and comparative data for comparative purposes between AGENCIES, SCHOOLS and PROVIDERS;

- d) Providing a facilitated customer registration system for greater control of the final customers of the AGENCIES, SCHOOLS and PROVIDERS;
- e) Permission to specify and / or hierarchize the users when linked to the same entity to guarantee personal access to the entity's data in PLATFORM and its performance limit;
- f) Collection of data and documents of the entity to integrate the modules and operationalize the services offered by ALLY, being facilitated its sending to other entities when necessary;
- g) Facilitation for creation and determination of fees and charges for the services offered by the institution, such as determining the value of courses, accommodation and other services in the case of SCHOOLS;
- h) Maintenance of the PLATFORM, so that it works in the proper way so that users can use it for the contracted purposes. Also, you should update the functions of the page in the necessary way to suit and follow the interfaces and systems through which it will be accessed;
- i) To store in the PLATAFORMA the data sent by the users, relative to the students, to the costs of services, costs of products, among others, prizing for the privacy and confidentiality of the same, when they are not clearly public;
- J) To take care of the registration of the new users and to guarantee the access of the current users to the PLATFORM;
- k) Charge monthly USERS for the services contracted until the moment it is decided by the unlinking of the other party;
- l) Develop customized services and modules, when requested by a user. Within the possibilities and availabilities of PLATAFORMA;
- m) Provide USERS with video tutorials on how to use the system and its functions correctly;
- n) Administer the international remittance service (ALLY PAY);
- o) Send notifications within the PLATFORM and e-mails to the USER when necessary.

3.2. For USERS registered and defined as "SCHOOLS" there is the possibility of hiring a customer relationship management (CRM) product. The product is optional, not included in the main functions of the PLATFORM, therefore.

3.2.1. The customer relationship management product will have an additional cost of US \$ 25.00 (twenty-five US dollars) per month per USER, if using the CRM module.

3.3. The functions performed by ALLY will not necessarily be offered in the same way to all USERS, and may vary according to the contracted plan, the user's permission (when linked to an entity) and the requested customization.

3.4. The system will operate twenty-four (24) hours a day, every day of the week, with ALLY being responsible for maintaining it for at least 99% (ninety-nine percent) of that time period.

3.4.1. Interruptions in the operation of the system should be notified within 48 (forty eight) hours in advance.

#### CLAUSE 4 - OF THE TEST PERIOD (TRIAL)

4.1. At the moment of registering, the USER will be able to access all or certain functionalities of the platform for a determined and finite period, in gratuitous character. It is defined that the "TRIAL" period is a mere liberality of ALLY.

4.2. The time period and the functions available in this mode will be chosen exclusively by ALLY and may, if contacted by the USER, negotiate different conditions.

4.3. The USER is aware of the benefits and deadline at the time of registration, and is prohibited from alleging ignorance of the deadline and the collection of the monthly fee.

#### CLAUSE 5 - OF THE USER REGISTRATION ON THE PLATFORM

5.1. Those who register to use the functions described above should initially provide the following information: Full name, Agency name, e-mail address, telephone number, country and city of establishment.

5.2. The USER understands that he is solely responsible for the cadastral data, such as login and password. All acts linked to the USER'S REGISTRATION will be automatically related to it. If the password or the REGISTRY is violated, ALLY will not be responsible, therefore it is the duty of the USER to keep watch over the confidentiality of the same. ALLY will adopt all reasonable data protection measures.

5.3. The USER warrants that all data submitted is true, otherwise, ALLY is authorized to erase the registration and block the use of PLATFORM, without prejudice to be responsible for damages or damages caused to the platform or other users.

5.4. The USER declares that it has full knowledge that PLATAFORMA will retain all information as necessary and that it will keep it

5.5. ALLY does not perform selective processes to select USERS, however, it is authorized to refuse, freely and unmotivated anyone who submits to the lawsuit to use the functions of PLATFORM, as well as take preventive actions preventing access in advance.

5.6 ALLY declares that it does not verify or supervise the way the services are made or the products are provided, after being negotiated in the PLATFORM, the USER is free to do so in the manner that it understands, in order to respect the duties and responsibilities exposed in these terms.

5.7. The USER understands and agrees that he / she is solely responsible for the problems that arise when providing a service or providing a product, and will be responsible for any harmful, harmful, illegal or improper conduct practiced in the use of PLATFORM. And that failure to comply with this provision may imply the application of the policy of disconnection and suspension of the license to use PLATAFORMA.

5.8. The provisions in this clause refer only to the initial registration. The information provided subsequently, during the use of PLATFORM, will be dealt with by appropriate provisions in these TERMS.

## CLAUSE 6 - USE OF THE PLATFORM

6.1. To use the services offered by ALLY, the USER must comply with the following requirements.

6.1.1. Have a complete, verified and active record. In charge of using the functions of the PLATFORM appropriately;

6.1.2. Accept expressly and to be bound by ALLY's TERMS OF USE and PRIVACY POLICY;

6.1.3. Be reliably linked to the institution or agency that you appoint in PLATFORM;

6.1.4. Not to violate the liability provisions set forth in these TERMS, acting in a respectful and cordial manner in the use of the PLATFORM, marking their conduct for the Good Faith Objective;



6.1.5. Provide the data and information requested by ALLY, to optimize and release the use of PLATFORM functionality according to the contracted by the USER;

6.1.6. Make the necessary payments to remain for the period of time hired, respecting the due date of the monthly payments.

#### CLAUSE 7 - ALLY PAY

7.1. In parallel with the functions described above, ALLY offers a system of international shipments in partnership with CAMBIAR - Exchange search engine and online price comparison Ltda. CNPJ: 26.355.803 / 0001-52, so that financial institutions with a foreign exchange portfolio are regularly authorized to operate in the Brazilian foreign exchange market.

7.2. The partner (CHANGE) performs the functions of contact, operationalization of exchange and shipment described above, being a correspondent of the international financial institutions in Brazil.

7.3. Monetary operations of an exchange rate nature will have exclusively educational purpose, focused on exchange and study abroad, whose final client is the exchange student.

7.4. The exchange contract will be executed on the day of activation of this clause, with settlement (dispatch of the order and payment in foreign currency) in 48 (forty eight) working hours, provided that the activation is made until 16:00 (sixteen) hours of one working day. If the request is made by the grantor on non-business days (State of São Paulo / São Paulo City / National Holidays in Brazil or in financial markets abroad), the funds will be sent in foreign currency by the financial institution where the USER will contract the exchange will suffer competent delay on the non-useful day (s).

7.5. The payment in the national territory of the purpose of the foreign exchange contracts shall be made by TED (Electronic Electronic Transfer) from the account of the USER to the account of CHANGE on the day of the operational demand and activation of this clause, if not done, the transaction will be automatically canceled on this day.

7.6. ALLY offers those who make use of ALLY PAY, a rewards system whose value sent back in points on the platform. The points can be used for direct cash bonuses (monthly discounts paid for PLATAFORMA services).

7.7. The benefits are offered on ALLY's website and can be changed at any time. The parameters used for the calculation of points and discounts can also be changed at any time, the use of the platform means the acceptance of these changes.

7.8. The payment and payment receipt information will not, at any time, pass through the domain of ALLY. The sole responsibility for these data in these operations is to CHANGE.

7.8.1. The same applies to values shipped out of the country through ALLY PAY. Only the CHANGE retains and transfers the monetary amounts of the operations, at any moment remaining with the ALLY, therefore.

## CLAUSE 8 - DUTIES AND RESPONSIBILITIES OF THE USERS

8.1. The USER must observe certain duties and responsibilities for a better experience in ALLY PLATFORM.

8.1.1. In the register, you must present only true, legitimate and legal data, avoiding, previously, that possible damages can be generated by the additive insertion of cadastral information in PLATAFORMA.

8.1.2. The USER understands that ALLY is not responsible, in any way, for damages or losses that do not directly cause. Damage generated by malicious or harmful conduct by the USER, whether intentional or not, will be entirely at your own risk and must be repaired by affected third parties or by ALLY itself, when affected.

8.1.3. The device necessary to access the PLATFORM and its proper functioning are the full responsibility of the USER. Any problem of this nature exempts ALLY from liability.

8.1.4. The USER shall bear all costs, expenses and taxes arising from his activity.

8.1.5. The USER shall refrain from any conduct of a fraudulent nature that could cause harm or damage to other USERS, to ALLY and third parties involved, such as:

- a) use the platform incorrectly or fraudulently, using improper or harmful advantages to others;
- b) create profile with untrue information or duplicate an existing register with the purpose of gaining free period;

- d) using different methods to obtain undue advantages within the platform or the products and services offered by third parties;
- e) to combine budgets or leads outside the platform, if it is verified that they could only be obtained through the use of PLATFORM. Also, you are barred from soliciting customers within ALLY to offer outside services;
- f) to advertise for competing or similar services in the field of international education and exchanges, while using the PLATAFORMA license;
- g) bind the logo or name of ALLY to perform services other than those of ALLY;
- h) use of customer information in an unauthorized way or produce audiovisual material in a prohibited manner;
- i) to disclose information of particular users, such as name, nationality, institutional link or other information that they have access to;
- j) discriminate against the user, deciding not to deliver or damage the provision of the service for racial, ethnic, affective reasons, among others.

8.2. The use of PLATFORM by the USER gives you responsibility for maintaining the database linked to your profile. This responsibility includes, mainly, the updating of the values of the courses, accommodation, tuition and other fees related to the items mentioned in this clause.

8.3. Failure to comply with any of the above provisions or any other of these TERMS, gives ALLY the right to disconnect the USER from the PLATFORM, terminating the authorization to use the PLATFORM. The policy of disconnection may be applied unconditionally and unmotivated.

8.4. Similar to the hypothesis of the previous item, noncompliance with one of the previous provisions may result in the application of a suspension, suspending the license of use. ALLY can also apply the suspension unconditionally and unmotivated.

8.5. The USER shall use the PLATFORM only for strictly legal or legally permitted purposes, if it is based on the purpose of these TERMS, not opposing them in any way.

8.6. When a booking of a USER SCHOOL USER is made through the PLATFORM (booking), it will be defined that the USER provider of this course will have the percentage value of 5% (five percent), or a fixed amount of USD 10,00 (ten American dollars), to ALLY, as a commission for networking and use of the marketplace in a positive way .

8.6.1. The percentage value will be due from every first day of class of the student who will hire this course. In the event of non-payment or delay, the provisions of clause 10.8 shall apply.

#### CLAUSE 9 - THE PLATFORM USE LICENSE

9.1. The USER (licensee) understands that this instrument guarantees the use, on a license basis, of an onerous and non-exclusive form to the user who wishes to use the services offered by ALLY (licensor).

9.2. This license also gives the USER access to information from other USERS in the use of the PLATFORM, which shall in no case be disclosed, published or disclosed without express authorization, in accordance with the duties and responsibilities set forth above.

9.2.1. The information of USERS available to other USERS will not be sensitive or personal, being only information necessary for budgets and negotiations within PLATFORM.

9.2.2. The USER understands that losses, damages, losses and loss of profits caused to other USERS or to ALLY by an inadequate treatment of information, bad faith, inadequate and misconduct will be liable.

9.3. The USER must accept the TERMS OF USE to use the features of the PLATFORM.

9.4. The USER will be obligated to remunerate the licensor for the use of PLATAFORMA in the values defined at the moment of the contracting, being able to be predicted value or negotiated according to the particularity of the USER.

9.5. The USER is granted the power to freely decide when, how and how to use PLATFORM, not being bound to specific schedules and schedules, however the obligations that contracted with other USERS and with third parties through PLATFORM must be fulfilled in an appropriate manner.

#### CLAUSE 10 - PAYMENT TO ALLY FOR THE PLATFORM USE LICENSE

10.1. The use of the PLATFORM functionality by the USERS will have a combined value at the time of contracting, this value will be set as the consideration for the license to use PLATFORM ALLY.

10.2. The amount will be influenced by the number of USERS bound within the same plan, by the additional modules and functions, by the amount of campus (if AGENCY, SCHOOL or PROVIDER).

10.3. The base values used for the collection are the ones displayed in the ALLY website, in the category and modality of the USER (if AGENCY, SCHOOL or PROVIDER), varying according to the number of USERS linked to the same institution.

10.4. ALLY may, by mere liberality, charge different prices and target a single USER or group of USERS after negotiation and evaluation of the terms of contract or unreasonably. The values of the previous clause are therefore merely exemplary.

10.5. The payment amount may be adjusted annually in accordance with the IGP-M / FGV variation. The USER declares, therefore, to be fully aware of this possibility of correction.

10.6. Other extraordinary expenses arising during the use of PLATFORM shall be paid at the next monthly payment date.

10.6.1. It is understood that the extraordinary expenses are those not foreseen in the initial contracting of the services of ALLY, but that by the USER were used during the contracted period.

10.7. The contract will be renewed monthly, from the date of the contract with full payment of the price. The renewal is automatic for the same established period (one month), provided there is no expressed contrary expression of any of the parties.

10.7.1. If one of the parties stipulates changes, it must expressly communicate the other. At the time of renewal, there is presumption of maintenance of the previous conditions, that is, of the last month. The addition, deletion or change of circumstances or benefits must be informed by express.

10.8. In the case of late payment, monthly interest is defined as the percentage of 2% (two percent) of the amount due. In this case, ALLY is also authorized to suspend or cancel the USER's license after 10 (ten) days from the due date, leaving it in charge of proving the payment of the amount due to reuse the PLATAFORMA functionalities, participate in the sales channel and have access to the provided networking.



10.9. Undue or doubtful charges must be cleared through direct USER contact with ALLY at [contato@allyhub.co](mailto:contato@allyhub.co).

10.9.1. In the event of a chargeback or chargeback of the monthly payment of the USER, ALLY will contact the USER in order to determine the reasons for the event, and then collect the amount due.

#### CLAUSE 11 - NON-EXISTENCE OF LINKS

11.1. The USER declares to be aware that this TERM OF USE does not bind in any way in a societal, economic, cooperative, participative and labor character to ALLY.

#### CLAUSE 12 - VOUCHERS, PROMOTIONS AND POINTS

12.1. ALLY may, at any time and at any time and to any user or group of users, issue a promotional code or voucher for discounts on the use of PLATAFORMA. In these cases, the amounts paid for the use of PLATAFORMA may be reduced.

12.2. In the cases specified in these terms or on the website of ALLY, a points system may be in force in which the contracting and payment of certain services or quantity of services may revert to bonus points, which when accumulated in certain amounts will revert to benefits in the use of PLATFORM.

12.2.1. The amount of points generated by contracting will be explained on the ALLY website.

12.2.2. Likewise, the amount needed to generate benefits will also be explained on the ALLY website.

12.2.3. The benefits will also be listed and explained on the ALLY website.

12.2. The improper use of one of the promotional means will imply in the responsibilities mentioned in these TERMS, being applicable application of the policy of disconnection and suspension of the license of use.

#### CLAUSE 13 - POSSIBILITIES OF RESOLUTION OF THE CONTRACT AND SUSPENSION OF THE LICENSE

13.1. It is defined that the application of the policy of termination or suspension of the USER implies a revocation of the license of use, which may be temporary or permanent, and it is up to ALLY to decide.

13.2. The revocation of the license implies in the prohibition of use of all the functions and utilities of PLATAFORMA.

13.3. In the event of suspension application, the USER forfeits the use license for a period of time determined by PLATAFORMA and may be extended and / or extended unreasonably at any time.

13.4. ALLY states that in cases involving the revocation of the license to use it will be open to agreement to ascertain the facts that motivated the revocation, being able to retract and not apply the punishment.

13.5. ALLY may, by mere liberality, attempt to contact the suspended or disconnected USER to avoid revocation of the license.

13.6. In the event of one of the parties wishes to terminate the contract before the end of the stipulated monthly period, without a plausible reason, it will be obliged to pay a contractual fine in the amount of a monthly payment of the plan contracted to the opposing party.

13.7. If the contractual link is terminated, temporarily or permanently, the provisions of clause 16 (FROM THE PLATAFORMA OUTPUT) shall apply.

#### CLAUSE 14 - INTELLECTUAL PROPERTY AND COPYRIGHT

14.1. The USER understands that the virtual environments are the sole and exclusive property of ALLY and are obliged not to disrespect the intellectual property of ALLY and as long as it is formally authorized, cannot expose itself to risks, damages and / or any change or act to infringe any rights of the licensor or of another, under penalty of repair.

14.1.1. All programs, modules, manuals, associated documentation that are present or attached to the use of PLATAFORMA are owned by ALLY.



14.2. The USER is, however, authorized to use the ALLY logo for the purpose of identification and disclosure, and is liable to be liable if this results in complications or damages.

14.2.1. If, in the practice of illegal, criminal, offensive or affecting ALLY's image, the USER is using ALLY's identification in any way, he or she may be liable for moral damages, losses, damages and loss of profits that may be negatively impacted or association to generate.

14.3. The parties mutually declare that all items linked to the intellectual property of any of the products with which they engage for the purposes of these services will be treated with due respect to their owner, and may not require them to participate, ownership, use, enjoyment or enjoyment, unless previously authorized in their own private instrument.

#### CLAUSE 15 - OF THE OFFICIAL INTERLOCATION CHANNEL

15.1. It is defined that the official communication channels are via email and online chat in the PLATAFORMA interface, either of which can be activated at any time and for any reason. The email used by ALLY for any type of communication will be [contato@allyhub.co](mailto:contato@allyhub.co).

15.2. The online service will be offered through the ALLY website at [www.allyhub.co](http://www.allyhub.co), during business hours.

15.3. ALLY will use its best efforts to respond to the USER that you contact if using any of the means of communication but does not set a fixed minimum deadline to respond satisfactorily to users, the resolution may vary depending on the complexity and extent of the problem.

#### CLAUSE 16 - FROM THE PLATFORM EXIT

16.1. The USER may at any time leave the PLATFORM. The exit can be done without justification, by the ALLY website itself ([app.sellead.com](http://app.sellead.com)) or via email sent to [contato@allyhub.co](mailto:contato@allyhub.co), after this, the USER should stop using the PLATFORM.

16.2. The exit of PLATAFORMA implies the termination of the license of use. Thus, after the exit, the USER cannot use the PLATFORM for the prerogatives and purposes set out in these TERMS. Without hindrance to make a new registration.

16.3. Regarding the personal data, the provisions of the Privacy Policy will be applied with regard to the elimination or portability of this sensitive personal data.

16.4. The existence of debts arising from the use of PLATAFORMA will not be extinguished by the exit of the USER, regardless of whether the debtor is the licensee or the licensor. There is therefore a possibility of subsequent collection, whether judicial or extrajudicial, without prejudice to other appropriate measures.

16.5. In case of exit or disconnection of PLATAFORMA, the USER may request its data stored in the platform by the email specified in item 16.1. Information about the withdrawal and exclusion procedure will be explained in detail in the ALLY PRIVACY POLICIES.

#### CLAUSE 17 - COMPLIANCE AND MONEY LAUNDERING PREVENTION

17.1. The process of processing the values abroad will only take place with the sole and exclusive purpose of honoring a travel education service abroad, if there are other purposes that are attested and do not comply with this one, that is, "misuse of purpose". the exchange contract requested by the USER with the CAMBIAR in the ALLY PAY services will not be processed.

17.2. The final beneficiaries abroad of the relevant values in honor of "travel education services" must be obligatorily entities / educational institutions, these being these included in the exchange contract between the final customer (exchange student) and PLATFORM USER.

17.3. Transfers of resources abroad imply for the final client (exchange student) and for the USER, under the Law, the assumption of responsibility for the legitimacy of the documentation presented to the agent authorized to operate in the exchange market, which will be forwarded by the USER in the quality of prosecutor / processor of the foreign exchange transaction now demanded.

#### CLAUSE 18 - OF THE FRIENDLY RESOLUTION

18.1. Any discussion or controversy arising from this relationship must, before any judicial measure, be formally reported to the opposing party, by sending an e-mail with an appropriate electronic address, giving 10 (ten) days to solve the problem or presentation of justifications by the other party, never being the appropriate judicial route before the attempt to amicable resolution commented on herein.

#### CLAUSE 19 - OF THE FORUM

19.1. In the absence of the friendly resolution dealt with in the previous clause, the parties agree on the jurisdiction of Ribeirão Preto, State of São Paulo, to resolve any and all disputes arising from this instrument, to the detriment of any other, however privileged it may be.

## CLAUSE 20 - GENERAL PROVISIONS

20.1. The permanence in the PLATFORM implies that you accept any change or change in these TERMS OF USE, as this will always be available to users on the website of ALLY.

20.2. The services offered by USERS, that is, outside the platform, in the international educational environment are their sole and exclusive responsibility. ALLY is not responsible for any damage, loss or addiction to the products and services provided by USERS.

20.2. The details regarding the processing of data are detailed in the ALLY PRIVACY POLICIES, which the USER declares to be aware of and jointly accept the TERMS OF USE.

20.2. Any mention or feedback of ALLY in text, audio, video, image, web page comment, application, social network or otherwise made by you gives ALLY the right to use that content by exploiting, copying and reproducing in any scale, without debit of any value.

20.3. ALLY, without any may transfer or assign its contractual position established in these TERMS as well as rights and credits arising therefrom without prior notice or need for consent of the USER.

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## – PRIVACY POLICIES –

### ALLY

***Legal Compliance*** - updated on September 25, 2018.

*Complies with: European Directive 94/96 / EC; "Protection and Electronic Documents Act-PIPEDA; Brazilian Federal Constitution (1988); Habeas Data Law (1997); Code of Consumer Protection (1990); Law on Access to Information (2011); Positive Registration Law (2011) and Internet Civil Registry (2014); General Data Protection Regulation (GDPR) - 2016/679 and General Data Protection Act (Brazil) - General Data Protection Law (Brazil) - Law 13.709 / 18*

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This policy is designed to help you understand what information we collect and how we use it. As we are in the digital scope, some concepts are a little technical, but we try to explain everything in the simplest and clearest way possible. Feel free to send in your questions and comments on this policy, either to ask questions or suggest modifications, by sending an e-mail to: [contato@allyhub.co](mailto:contato@allyhub.co)

The same definitions of the PLATAFORMA Terms of Use apply to this policy.

The purpose of these policies is to explain how ALLY collects and uses the personal data of the USERS as well as other attached entities or partners of PLATAFORMA have access to the data to better provide the services offered, explaining the reasons, purposes and destinations of the personal data collected. It is defined that this Policy is applicable to ALL ALLY USERS.

This Privacy Policy is divided into the following topics: data collection; collection purposes; processing and use of data, data protection; retention, portability and data deletion; of consent.

The provisions of these Policies are applicable to any USER using PLATFORM, with all the features and services listed in the Terms of Use, anywhere in the world, and at any time providing data and information to ALLY.

The practices described here are in full agreement with the legislation in force in Brazil and elsewhere, mainly in accordance with the General Data Protection Law (Law 13,709 / 2018) of Brazil and the General Data Protection Regulation of the European Union (2016).

The collection and processing of data is based primarily on the consent of the USER, a legal requirement for the processing of data and information.

It is defined that data processing is any operation performed with personal data, such as those relating to the collection, production, reception, classification, use, access, reproduction, transmission, distribution, processing, filing, storage, disposal, evaluation or control of the information, modification, communication, transfer, diffusion or extraction

## CLAUSE 1 - DATA COLLECTION

1.1. From the moment of registration at PLATAFORMA, the user is requested to provide some data to start his activity at ALLY. These data are collected and stored by ALLY only, and being treated, used only in the cases explained in these Policies. It is defined that the data required are:

- a) Full name of the natural person who registers;
- b) Noma of the institution (agency, school, among others);
- c) E-mail;
- d) Telephone number;
- e) Country;
- f) Password defined by the user;

1.1.1. The provision of data is a prerequisite for the better functioning of PLATAFORMA, in case of inaccuracy in the provision of some of the data or absence, ALLY will not be responsible for the quality of PLATAFORMA's operation. In such cases, the provisions of the Terms of Use, which guarantees ALLY the right to delete incorrect or inaccurate registrations as a form of protection to other USERS, will apply.

1.2. ALLY also stores data provided by the user during the use of PLATAFORMA, which will not necessarily be required, and it may be in the interest of the USERS that such interconnection as a way to facilitate negotiation between agencies, schools and providers. The information herein is not defined in advance, and USERS are free to send it, not violating the responsibilities of the Terms of Use.

1.3. The data sent by the USER when contacting ALLY service and assistance may also be stored and used later, as well as compliments, complaints and observations about the



platform, other users or services. The registered contacts can be either via online chat on the page [www.allyhub.co](http://www.allyhub.co) as the messages sent to [contato@allyhub.co](mailto:contato@allyhub.co).

1.1. The data generated by the use of the platform may also be used by ALLY, such as data related to budgets, searches, partnerships and leads. Data related to access and interaction with the platform may also be collected, dates and times of access. The data of the device that accessed PLATAFORMA can also be collected and analyzed, such as IP address, operating system, hardware information, used language, internet connection provider, network configurations and software data.

1.2. The USER is not allowed to use any device, software or other resource that interferes in the activities and operations of PLATAFORMA, as well as in the accounts or their databases. Any interference, attempted, or activity that violates, invades or contravenes intellectual property law and / or prohibitions set forth in this Agreement, including unauthorized copying, reverse engineering, and / or modifications that may create derivative works, will render the person responsible liable for the pertinent legal actions, as well as the penalties provided herein, and will also be responsible for any damages caused.

1.3. The information exchanged between the USERS, whether by sending files, requesting budgets or any other means that enables communication between USERS through PLATAFORMA may be the object of collection by ALLY.

1.4. If the USER profile is linked to a public or social network database, ALLY may use this information, provided that the information has been collected in accordance with Brazilian and international law, if pertinent.

1.5. Payment information is not retained with ALLY. In payment of monthly fees, IUGU Serviços na Internet SA, CNPJ: 15.111.975 / 0001-64, processes all data provided, exempting ALLY from having any contact or knowledge of this information. The payment information for the ALLY PAY function is passed on to CHANGE - Exchange search engine and online price comparison Ltda. and therefore, ALLY does not access or deal with this data and information in any case, only the other data (not related to payment).

## CLAUSE 2 - DATA COLLECTION PURPOSES

2.1. The information and data collected and used by ALLY are a way to better guarantee the operation of PLATAFORMA, improving its functionalities and designs, aiming at the ultimate goal of the USERS experience, always in a practical, objective and reliable way.

2.2. The data will also be used for the following purposes:

- a) Increase in the reliability of services offered and negotiated in PLATAFORMA, mainly those that depend on the input of information of the users themselves;
- b) Maintenance of the user profile in a clear and objective way, as a way to optimize and guarantee the communication of ALLY with the USER and between the USERS themselves;
- c) Improved service and support to USERS when ALLY is requested, as well as anticipated methods such as F.A.Q. or supply of explanatory material;
- d) Improvement in the forms of interaction between users within the PLATAFORMA;
- e) Ensure that applications, tools and platforms that cause damage to the PLATFORM or alter its functions are detected and combated;
- f) To develop customized tools to improve the individual experience of the USERS, including offering personalized promotions and incentives;
- g) Develop new functions and modules in PLATAFORMA, as well as new products and services;
- h) Generate reports for ALLY itself regarding the use and performance of PLATFORM as a way to implement updates and improvements;
- i) Improvement of ALLY's commercial strategies, as well as the digital and physical marketing of the products and services offered;
- j) Sending suggestions and offers to USERS whether or not based on your profile;
- k) Guarantee the protection of USERS or third parties that may be affected, in the event that governmental authorities are involved and require an action of ALLY as a way to minimize damages or even protect others, include situations that threaten or affect public safety;
- l) As a way of applying the ALLY Terms of Use in the best possible way.

2.3. The PLATAFORMA may make available some data of the register as name, institution and country to facilitate the communication and interaction between users in the platform. Also, it will be a categorization tool for better organization in requesting budgets.

2.4. In accordance with the General Law on Data Protection (Law 13709/2018), ALLY's data processing will be guided by the following grounds:

- a) Respect for privacy;
- b) Informative self-determination;
- c) Freedom of expression, of information, of communication and of opinion;
- d) Inviolability of intimacy, honor and image;
- e) Economic and technological development and innovation;
- (f) free enterprise, free competition and consumer protection; and

g) Human rights, the free development of personality, dignity and the exercise of citizenship by natural persons.

2.5. The regular use of information collection is an acceptable practice in the industry and technology sector, since it allows the storage of important information, and in no hypothesis PLATAFORMA will disclose, transfer, assign, sell or pass on, by its representatives or agents, for any reason or justification, any personal information contained in the register of the USER.

2.6. In case of doubts about the processing of personal data, or to obtain more information about personal data and exceptional cases in which the confidentiality of this clause may be broken, contact us at [contato@allyhub.co](mailto:contato@allyhub.co).

### CLAUSE 3 - STORAGE AND DATA PROTECTION

3.1. The data collected and treated are personal of the users, therefore, ALLY understands that it must employ all the tools to guarantee the effective protection of this content.

3.1.1. In storage, the most appropriate techniques are employed to guarantee the protection of this information. These measures include access controls, strong encryption, firewalls, among other mechanisms and protocols. With respect to financial data, these will not be handled by ALLY, but by third parties previously qualified in these Policies, and shall employ additional security measures in accordance with applicable regulations.

3.2. ALLY uses servers located outside Brazil, with total mobility and agility to relocate, if necessary, ensuring greater protection of the data stored in the database. Nothing, however, prevents ALLY from changing its servers at its sole discretion, subject to its rules and regulations in the host country.

3.3. ALLY is not responsible for the data networks and connections used by USERS, so PLATFORM will only take care of the provisions listed above, the security of the device is not the responsibility of ALLY. If the source of a problem is proven to be unique to the device or network accessed by the USER, ALLY will be exempt from liability, including repairing the USER to ALLY.

3.4. The data of users domiciled in the European Union will be processed according to the guidelines of the General Data Protection Regulation (GDPR). As a mere liberality, in extension

to beneficial rights, ALLY will apply the beneficial guidelines to the data protection in a global way to all PLATFORM USERS, whether or not they belong to the European Union.

3.4.1. Users will have access to the information of who actually handles their data and at what times. You may request further information about the data processing procedure that is not explained in the Privacy Policy.

3.4.2. Likewise, USERS may request a copy of the data and information stored by ALLY, either provided by the USER or collected from the use of PLATAFORMA.

3.4.3. The information and doubtful, inaccurate or incorrect data may be modified and adapted from the contact with the ALLY, not stipulating minimum period for this change. Changes will only occur after USER contact, ALLY declares that it will not check the accuracy of the data.

#### CLAUSE 4 - THOSE RESPONSIBLE FOR DATA PROCESSING

4.1. ALLY warrants that it is the sole responsible for the treatment of the personal data of the USERS, except for the data of monthly payment and payment. Any doubts should be addressed with:

SELLEAD SOFTWARE DEVELOPMENT LTDA

CNPJ nº 23.828.556 / 0001-76

Rua Adolfo Serra, nº 1724, House 23, Ribeirão Preto - SP.

4.2. Under GDPR and the General Data Protection Act, ALLY is defined as CONTROLLING, since it will determine and be competent to make decisions regarding the processing of personal data and information.

4.2.1. ALLY indicates RICARDO EUGENIO DAMATO LEMOS, Brazilian, bearer of identity card RG / RNE: 27370700 - SP and CPF / MF: 286.356.778-03 as ENCARREGADO, since it will act as a channel of communication between CONTROLADORA, the holders of the data and government authorities when necessary.

4.3. In the payment of the monthly payment for the use of PLATAFORMA, IUGU Serviços na Internet SA, CNPJ: 15.111.975 / 0001-64 acts as OPERATOR because it performs the processing of personal data on behalf of the controller.

4.4. Under the terms of item 4.3. to CHANGE - Online exchange and price comparison engine Ltda. acts as OPERATOR in ALLY PAY's foreign exchange and remittance transactions.

4.4. The CONTROLLING PARTY and the ENCARREGADO are not responsible for any and all content informed and made available in PLATAFORMA, since the information is not transmitted by them, under the terms of Federal Law No. 12,965 of April 23, 2014. The provision of services under the PLATAFORMA is focused on promoting integration between entities of the international educational and exchange environment, not being ethically or civilly linked to the explanations given.

4.5. The USER is allowed his registration, as well as the sending of his data and information, no charge or fee, and has no relation or responsibility with the data entered by the other USERS in the PLATFORM. However, ALLY must maintain strict control over the data entered by its USERS, evaluating them in order to avoid fraud, misleading or repeated information. In this sense, it is the responsibility of the USER to comply with the standards of ethics and good faith, whose main concern is to provide a free and secure environment for the exchange of information.

4.6. ALLY is not responsible for any damage, loss or loss in the USER equipment that has been caused by Internet, system or server failures used by the USER, whether due to third-party conduct, acts of God or force majeure. ALLY will not be responsible for any virus that may attack the USER's equipment due to access, use or navigation on the Internet or as a consequence of the transfer of data, files, images or texts on pages outside the PLATAFORMA.

4.6.1. The USER may not assign ALLY any liability nor demand payment for loss of profit due to damages resulting from technical difficulties or failures in the systems or on the internet, and no compensation shall be payable in any way. Eventually, the system may not be available for technical reasons or faults of the internet, or for any other fortuitous event or force majeure beyond the control of ALLY. For this reason, it reinforces the orientation of the USER to have an updated antivirus for access.

4.7. Because PLATAFORMA is a mere tool for content aimed at the international education and exchange community, the responsibilities for all obligations that fall on USER activities, be they tax, tax, labor, consumer or any other nature, will be solely and exclusively of the USER.

4.8. This instrument does not generate any partnership agreement, mandate, franchise or employment relationship between ALLY and the USER, this virtual relationship being disciplined and foreordained by the Terms of Use contained in this instrument.

## CLAUSE 5 - THE COOKIES AND ANNEXED TECHNOLOGIES

5.2. While using PLATFORM, ALLY may retain certain text information stored in the browser or device for the purpose of recognizing the USER in new access or access to other websites (cookies). Likewise, some code blocks installed on web pages, other software and applications (beacons) can be used as a way to get information about the device, browser and access.

5.1. ALLY declares that it makes use of the cookies and associated identification technologies to:

- a) improvement in the process of login and authentication of USERS;
- b) to memorize the preferences of the USERS during their experience in the use of PLATFORM;
- c) measure the appeal of content and campaigns;
- d) analyze the flow and volume of accesses in PLATAFORMA;

5.2. ALLY may also allow third parties to offer and link their analysis and reporting services based on cookies and web beacons to track the device and browser as a means of guaranteeing the offer of services, even if at the time of contracting PLATAFORMA, advertisements and advantages to the USER.

5.3. The user is allowed to accept the use of cookies, and can configure in the device or browser if you want to decline cookies, and may use applications or extensions that do. PLATFORM states that you will use the device and browser settings to enforce those provisions.

## CLAUSE 6 - OF THE CONSENT

6.1. In order to use the features of ALLY it is fundamental that the USER declares to agree to the Terms of Use and with these Privacy Policies. Thus the USER agrees that ALLY may collect and store its data and information for the purposes described above.

6.2. When the USER remains using the features of PLATFORM, it expressly declares to be in agreement with all the practices of treatment and its purposes described in these Privacy Policies.

6.3. The USER may cancel your consent at any time. To do so it is enough to cease the use of PLATFORM and all its resources, in this way, ALLY will not collect more information or data.

6.4. ALLY may link directly to PLATAFORMA or via email, surveys of platform performance and its functions, as well as the USER's experience. In such cases, responding to the forms will mean consent to provide the data and information to ALLY.

6.5. If abrupt changes have been made to the PLATFORM, the Terms of Use or the Privacy Policy, the USER will be informed of the terms of use chosen in the Terms of Use. The non-acceptance of the changes shall be manifested by the interruption of the use of PLATFORMA. If the USER accesses the platform after this change, it will presumably be accepted to the changes made.

#### CLAUSE 7 - RETENTION, PORTABILITY AND EXCLUSION OF DATA

7.1. Compliance with legislation guarantees USERS the right to access data collected and stored by ALLY. In this case, they should send an email to [contato@allyhub.co](mailto:contato@allyhub.co) requesting the obtaining of the data that concern them.

7.2. As a rule, as explained in these Policies in due course, the data will remain under the domain of ALLY, being the only one that will deal with them. In exceptional cases, such as payment and use of ALLY PAY, the treatment will be carried out by already qualified third parties. In all cases, the CONTROLLERS of the data will only retain the information, never giving, passing on or transferring to another person, whether it is free of charge. All treatment operations will be performed with the consent of the USER.

7.3. In accordance with current legislation, the USER, as the holder of the personal data, is guaranteed, at any time, the right of portability of the data to another service provider or product upon request to ALLY.

7.3.1. ALLY will use its best efforts to perform the portability operation satisfactorily, but it does not set a minimum deadline for doing so.

7.4. Deletion of the data may also be requested by the USER at any time through communication with ALLY. It will not be necessary to explain reasons or justifications for the decision.

7.4.1. ALLY will use best efforts and within five business days will erase the USER's personal data and notify you later when the procedure is complete.

7.5. In cases where the USER leaves the PLATFORM and does not request the deletion of the data, ALLY declares that it will retain them for a period of at least 6 (six) years. If it is found that the data will not be useful for improving the functions of PLATFORM or for generating reports and analyzes, they can be eliminated without communication with the data owner.

#### CLAUSE 8 - TERM AND EFFECTIVE DATE

8.1. The Privacy Policy of ALLY has an indefinite term, and the right to use the information and data of the USER is irrevocable, while respecting its registration data and any other data that may identify it.

8.2. In the event of exclusion of the data mentioned in clause 7, there will be no further linkage of the USER to ALLY since its data and registration will be completely eliminated, no longer applicable to the application of these Policies.

#### CLAUSE 9 - AMENDMENT OF PRIVACY POLICIES

9.1. It is the right of ALLY to change, in any proportion, the Terms of Use and the Privacy Policy, and may or may not have grounds regarding the features or technologies of PLATAFORMA.

9.2. In the case of significant elaborations and updates, ALLY will send notices in whatever way it deems necessary for USERS. Exposing USERS the complete updated document.

9.3. The use of the features, technologies and tools implies an unequivocal, irreversible and irrevocable acceptance of the valid and current Privacy Policies.

#### CLAUSE 10 - GENERAL PROVISIONS AND FORUM

10.1. The USER expressly agrees that ALLY and / or any of its contractors or agents, send to its subscribers email, push and opt-in messages of an informative nature, regarding specific communications inherent to PLATAFORMA, containing questions related to the management itself of the data or of a commercial nature, including, but not limited to, news of PLATAFORMA, as well as the pertinent warning of any interconnection of the database, by e-mail, with a minimum of thirty (30) days in advance, between USER and ALLY.

10.2. In order to maintain and meet the latest technological and market development requirements, ALLY may, at its discretion, change in form or content, suspend or cancel, at its sole discretion, at any time, any of its registration requirements; interface image; information requested and data, whether registered or not.

10.3. The USER will not be able to assign his REGISTRATION, LOGIN or PASSWORD to third parties or others. If you do so, you will be fully responsible for the results of such assignment, fully releasing ALLY from any liability.

10.4. All items in this Term of Use are governed by the laws in force in the Federative Republic of Brazil and the compilation of international laws, international treaties and sparse legislation, in order to guarantee USERS as much security as possible. For all matters concerning their interpretation and compliance, the parties are and will always be at the disposal of the National Data Protection Authority, as well as the National Council for the Protection of Personal Data and Privacy, electing the Forum of Ribeirão Preto, São Paul, as the competent jurisdiction for any dispute

I declare to be aware and in accordance with the clauses above.