

TERMS AND CONDITIONS OF USE

Updated on 13/03/2020

CECyber provides services related to the seamless training on Information Security subjects and services in regards of the Cybernetic Simulation Platform in a hyper realistic environment ("Cyberbit Range").

By its site, CECyber offers to its clients a wide range of programs that approach all kind of subjects related to the Information Security, being specialist on providing courses to train professionals by platforms that offer face-to-face courses, online courses and ODL ("Learning Platforms")

Additionally, through Cyberbit Range sublicensing services, CECyber offers to its clients integrated services to capacitate professionals, as well as to provide them access to the Learning Platform, which may include the simulation of a cyber-attack in a hyper realistic environment.

These Terms of Use regulate your utilization regarding the use of CECyber's site and the provision of the Learning Platforms, as well as your use and access on these Learning Platforms. When used herein, the term "service" means the personalized service that CECyber provides in order to train individuals in a seamless way and offer solutions by simulating the cybernetic attack in a hyper realistic environment.

1. ACCEPTANCE

1.1. By clicking in the button "*I read and agree*", by the time of your online registration to use the Learning Platforms in our site, you automatically will agree with these Terms of Use.

1.2. If you do not agree with these Terms of Use, we recommend you to not finish your registration in our site and/or the Learning Platforms, as well as not to use them.

1.3. By accessing and finishing your registration in our site and/or in the Learning Platform, you agree that you can understand, accept and comply with these Terms of Use.

1.4. If remains any doubt after reading these Terms of Use, please contact us through the e-mail cecyber@cecyber.com.

2. GENERAL PROVISIONS

2.1. The access to the respective Learning Platform will be authorized after the fulfillment of the obligatory personal information required by CECyber and after you finish the respective enrolment with courses and/or trainings using the Learning Platform, provided that the payment in the selected program has been approved. Immediately after the payment is confirmed , CECyber will release your login information and the password for accessing the Learning Platform. For avoidance of doubt, CECyber shall only release the login information and password for users enrolled with classes and/or trainings which requires the use of the Learning Platform.

2.2. You are solely responsible for the information provided in the registration process, and CECyber is not responsible for wrong and/or false information. Besides that, you shall keep your information updated.

2.3. If CECyber notes that you used wrong and/or false information, your registration can be automatically cancelled.

2.4. All the passwords released to you are confidential and shall not be transferred. You are solely responsible for keeping your password safe and shall not share it with anyone. You are the only responsible for any improper use of your profile, including those resulting for the use of your password by third parties.

2.5. If you suspect that anyone knows your password, you shall immediately communicate CECyber in order to change your login and/or password information.

2.6. You are aware that the simple registration on the site does not give you access to any courses, training sessions and events carried out by CECyber. The access to courses, training sessions and events will just be authorized after the evidence of the respective solicitation and the proper payment, as detailed in the general provisions of the respective agreement.

2.7. By acquiring courses and/or training sessions held online through the site and/or the Learning Platforms, you could also access video classes and others theoretical and practical contents previously prepared by CECyber, according to the schedule provided in the Learning Platform.

2.8. The broadcast of online courses, training sessions and/or events will occur in either through the Learning Platforms or in person, being prohibited to download, data storage or record this content.

2.9. According to the Brazilian Consumer Defense Code (Law No. 8,089), you can regret to have acquired a product / service within the 7 day-period after the acquisition (“right of retraction”). So you can claim for your right of retraction on the 7 days-period after the release of your access in the Platform, except if you had already watched more than 10% of the total content provided by the course / training session / event. You can ask for the cancellation and devolution of the paid amount through the e-mail cecyber@cecyber.com. In this case, you are entitled to receive a refund in the total amount paid.

2.9.1. The reimbursement of the paid amount shall be made within 60 (sixty) days of the receipt of the cancellation request. You will be refunded by the same payment method you have used to make your payment.

2.9.2. In case you claim for your reimbursement after the deadline provided in item 2.9 or in case you have already watched more than 10% of the total content provided by the

course / training session / event, you shall not have the right of any refund or reimbursement and you shall pay any outstanding installments, if applicable.

3. USE LICENSE AND PROTECTION TO THE INTELLECTUAL PROPERTY

3.1. The acceptance to these Terms of Use, you are granted with a limited, non-exclusive, personal, non-transferable license for accessing and using the Learning Platforms for personal and non-commercial purposes. CECyber may, at any time, end, suspend or interrupt your access to the Learning Platforms in case of use in disagreement with these Terms of Use, as provided in item 5 below.

3.2. All rights not expressly mentioned herein are reserved to CECyber.

3.3. Besides the limited license granted herein, you have no other right or title in relation to the Learning Platforms. You understand and acknowledge that, in any case, the rights related to the Learning Platforms are limited by copyright law, intellectual property rights and these Terms of Use.

3.4. You shall comply with the legislation of the local you are located, as well with the Brazilian law.

3.5. You agree to not produce, reproduce, provide, release, share, or broadcast content:

- (i) that violate Brazilian law, or that encourage any kind of discrimination, racism, homophobia and / or violence;
- (ii) that is protected by third parties' intellectual / industrial property rights when you are not authorized by the right holders to use them;
- (iii) able to produce damages or to negative affect the normal performance of the network, system or informatic equipment (hardware and software) owned or used by CECyber or any third party, or that can damage files storage in the electronic environment;
- (iv) that may cause difficulties to the normal performance of the CECyber's site or of the Learning Platforms and/or of any other service.

3.6. You agree and acknowledge that you are exclusively responsible for the use of the CECyber's site and of the Learning Platforms, as well as any other act that you practice when you use the services.

3.7. You are aware that there are restricted areas in the CECyber's site and in the Learning Platforms, that may be accessed only by individuals that have special login and password information. If by any error and/or failure of CECyber's systems you can access the restricted

areas, you shall immediately logout otherwise you will be civil and criminal responsible for any damage caused.

3.8. The content provided in the Learning Platforms or in the face-to-face courses, training sessions and events, e.g. trademarks, logos, videos, files, texts, icons, draws, layouts, sounds, educational material, reports, workbooks, algorithms (including the course itself), images, photos, animations (“Content”) are owned by CECyber or by third parties that have authorized their use by CECyber, being protected by law. In this regard, you cannot copy, reproduce, or use this content without the right holder prior and written approval. The Content is licensed, not sold. You undertake to comply with all the copyright laws related to the use of the Learning Platform and of the Content. CECyber reserves the right to take the proper measures to protect the copyright of the Content and of the Learning Platforms, among other conditions established in these Terms of Use.

3.9. You are not authorized to change, adapt, convert or perform reverse engineering, or decompile any website, software or any other products which you may access through the Learning Platform. You are also not authorized to insert any website source-code or product, change or adapt the Content or use data mining or data collection methods. You shall not allow or contribute to any third-party to change, adapt, convert or perform reverse engineering, or decompile any aspects of the Learning Platforms.

3.10. When attending any course, training session or event carried out by CECyber (online or in person), you authorize CECyber to use your image and voice in any material (physical or online) that CECyber comes to elaborate.

3.11. All individuals – including the instructors that teach on the courses and training sessions – have previously authorized CECyber to use their image and voice in the courses, training sessions and/or events carried out by CECyber. In this sense, you agree that the improper use of the content released in these courses, training sessions and/or events violates not only CECyber’s intellectual property rights, but also these individuals’ intellectual property rights. And you will be civil and criminal liable for the acts that you practice and violate these rights.

3.12. All courses, training sessions and any other events carried out by CECyber – in person, online or by open distance learning –, as well the Content provided - cannot be released, copied, reproduced, shared, widespread, broadcasted, exhibited, sold, adapted, licensed, distributed or explored to any means without CECyber’s prior and written approval.

3.13. All rights not expressly granted herein are reserved by the Content’s proprietary, considering that these Terms of Use do not grant any implicit licenses.

4. ABUSE AND IRREGULARITIES

4.1. You shall communicate CECyber if you identify offensive or illegal content shared by other users in the Learning Platforms or during the face-to-face courses, training and/or events

carried out by CECyber. This complaint will always be anonymous and, if online, shall be conducted through the e-mail cecyber@cecyber.com.

4.2. CECyber has full autonomy and independence to decide whether to investigate the complaints.

4.3. Users that behavior in an irregular, abusive and/or illegal way can have their access suspended and/or cancelled on the Learning Platforms and/or its presence blocked in the face-to-face courses, training sessions and/or events.

4.4. You will indemnify CECyber for any damages and/or losses caused to CECyber or any other third party in result of the non-compliance of these Terms of Use.

5. END OF ACCESS TO THE LEARNING PLATAFORM

5.1. CECyber can, at any time, end, suspend or interrupt your access to the Learning Platforms if you violate the law or disobey any provision of these Terms of Use or of any other CECyber's document to which you are bounded to.

5.2. Except from the hypothesis established in the item 5.1 above, you will have access to the Learning Platform for the same term extension of the course / training you have acquired and demonstrably paid.

5.3. CECyber can, at any time, remove any course, training session, event or content of the Learning Platform without the need of notifying or paying any kind of compensation to you, except as provided in item 2.9.

5.3.1. Any changes and/or additions to the courses, training sessions and events or to the Content of the Learning Platforms shall be in force immediately after its disclosure in the Learning Platform, regardless your prior consent.

6. EXCLUSION OF WARRANTIES AND LIABILITIES

6.1. **WARRANTY DISCLAIMER.** The website and the Learning Platforms are offered to you "as it is" and "as it is available", without any warranties. Specifically, our service may be subject to malfunctions or delays. You agree that CECyber is not liable for damages arisen from malfunctions or delays on its website and the Learning Platform. We do not grant any guarantee, including, but not limited to related to the safety, convenience and performance of the Learning Platform.

6.1.1. In case you contract any services that include one or more previously scheduled sessions for the use of the Cyberbit Range, and in the event the website and/or the Learning Platform present any delays or malfunctions during such session, CECyber undertakes to reschedule the session, according to its availability.

6.2. CECyber uses industry's best practices to keep secure the information you provide in the Learning Platform. CECyber is not responsible, however, to damages and losses of any nature arising from the knowledge that non authorized third parties have about your information, by failure assigned to you or any other person and that escape from the CECyber's reasonable control.

6.3. CECyber can at any time make any amendments in its site and in the Learning Platform that may consider necessary without the need of notifying you in advance.

6.4. CECyber will indemnify you only for the proven direct damages caused to you, always limited to the total amount that you had paid to CECyber.

7. MISCELANEOUS

7.1. Governing Law. These Terms of Use shall be governed by and construed in accordance with Brazilian laws.

7.2. Support, Doubts and Conflicts. To find more information about the courses, training sessions and events carried out by CECyber, or if you need help regarding your access on the Learning Platform, please access the e-mail contact indicated on our site. In certain instances, our customer service may be the best option to assist you by using a remote access support tool through which we have full access to your computer. If you do not want us to have this access, you should not consent to support through the remote access tool and CECyber will assist you through other means. In the event of any conflict between these Terms of Use and information provided throughout your support or other portions of our site, these Terms of Use will prevail.

7.3. Invalid, Illegal or Unenforceable. If any provision of these Terms of Use shall be held to be invalid, illegal, or unenforceable, this shall not affect the remaining provisions, which shall remain in full force and effect.

7.4. Changes to Terms of Use. CECyber may change these Terms of Use at any moment. In this case, CECyber will notify you at least 30 days before such changes apply to you.

7.5. Subcontracting. CECyber may subcontract third parties to render the services, provided that such third party has the required experience for rendering the services.

7.6. Electronic Communications. Whenever possible, all communications shall be via electronic format, though the e-mail that you provide during your registration proceeding.

7.7. Dispute Resolution. The court elected to decide eventual disputes regarding this Terms of Use shall be the court of São Paulo/SP, Brazil.