



## Terms of Use - FazGame

This Terms of Service details our terms of service that govern our relationship with users and others who interact with FazGame. By using or accessing FazGame, you agree to these Terms of Use, updated periodically in accordance with Section 13 below.

### 1 . INTRODUCTION

This "Terms of Service" (below referred to as this "TU") was written to describe the conditions in which we do FazGame service (the "Service") available to you through our site. In this TU, "we", "us" and "FazGame" means the portal and FazGame tool from company Zeltzer Educational Technologies Ltda., a company from Rio de Janeiro, Brazil, and "you" means the person using the service. This TU discusses important limitations on how you can use and rely on material you find on the Service. Read this TU carefully. By using the Service, you will be deemed to have accepted the TU. If you do not accept these Terms of Use or your right to use the service terminated, you may not use the Service.

### 2. SERVICE; CONTENT; GAMES

The TU applies to all users of the Service, including users who contribute the content on the Service ("Content Providers") and the users who receive the service content ("Content Users"). "Content" are the games created by users through FazGame tool that includes text, stories scripts, educational content and links to materials or other sites, and can be accessed through portal FazGame. The content may include educational materials ("educational games") provided through the use of the Service. The Content on the Service, and the trademarks, service marks and logos ("Trademarks") on the Service, are owned by FazGame or licensed to FazGame or third parties, subject to copyright and other intellectual property rights under the law 9279/1996.

### 3. REQUIREMENTS FOR REGISTRATION; AGE LIMITATION

When requesting the registration to use the Service, you represent and warrant that you have the right and ability to enter into this TU and commit to abide by all TU and conditions hereof. Due to storage restrictions and use of personal information, minors may only use this service if accepted by their parentes or any other in charge, which will be primarily responsible for ensuring the full and proper compliance with the TU, including any payment obligation. You hereby authorize us to verify your representations and warranties here, and you acknowledge that we reserve the right, but not the obligation, to verify such representations and warranties, and take appropriate measures at our sole discretion, including, but not limited to, terminate your right to use the service as long as certain, in our opinion, that you have breached any representation or warranty or any other provision of this TU.

#### Children Under 13

The Children's Online Privacy and Protection Act ("COPPA") requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13. Therefore, we only collect personal information through the Services from a child under 13 where that student's school, district, and/or teacher has agreed (via the terms described in the following paragraph) to obtain



parental consent for that child to use the Services and disclose personal information to us or where the parent or legal guardian of a child has signed the child up to use the Services. If you are a student under 13, please do not send any personal information about yourself to us if your school, district, and/or teacher has not obtained this prior consent from your parent or guardian or if your parent or guardian has not signed you up to use the Service, and please do not send any personal information other than what we request from you in connection with the Services. If we learn we have collected personal information from a student under 13 without parental consent being obtained by his or her parent, guardian, school, district, and/or teacher, or if we learn a student under 13 has provided us personal information beyond what we request from him or her, we will delete that information as quickly as possible. If you believe that a student under 13 may have provided us personal information in violation of this paragraph, please contact us at [info@fazgame.com.br](mailto:info@fazgame.com.br).

If you are signing up for this service and creating accounts on behalf of student(s), you represent and warrant that you are either (a) a teacher or school administrator or otherwise authorized by a school or district to sign up on behalf of students or (b) the parent of such student(s). If you are a school, district, or teacher, you represent and warrant that you are solely responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the Services. When obtaining consent, you must provide parents and guardians with these Terms. You must keep all consents on file and provide them to us if we request them. If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of COPPA compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

You represent and warrant that you are of legal age to form a binding contract (or if not, you've received your parent's or guardian's permission to use the Services and gotten your parent or guardian to agree to these Terms on your behalf, as we described earlier, and also to agree to these Terms and their own behalf). If you're agreeing to these Terms on behalf of an organization or entity (for example, if you're an administrator agreeing to these Terms on behalf of your district), you represent and warrant that you are authorized to agree to these Terms on that organization or entity's behalf and bind them to these Terms. You also certify that you are legally permitted to use and access the Services and take full responsibility for the selection and use of and access to the Services. This Agreement is void where prohibited by law, and the right to access the Services is revoked in such jurisdictions.

#### Children Under 18

If you are 13 years of age or older, but not yet 18 years of age, you may only use the Site and Services with the consent of your parent or legal guardian. You should review these Terms with your parent or guardian to make sure that you and your parent or guardian understand the Terms. Your parent and legal guardian hereby agrees to assume full responsibility and liability for your acts and omissions in connection with your use of the Site and Services.

#### 4. DATA PROTECTION

FazGame does not collect user data from users with the 'Student' profile.



FazGame collects e-mail address data from users with profile 'Monitor', 'Teacher Author' and 'Institution Administrator'. This data is used to communicate with users of those profiles, covering the areas of marketing, commercial and new product features. This TU authorizes FazGame to make contact with the users of 'Monitor', 'Institution Administrator' and 'Teacher author' profile, through their email address.

FazGame collects private data about platform usage by users of the institutions, such as usage time, functionalities used and results of games played. These data are confidential, used for evaluation and improvement of the technological platform, and also available in reports to the contracting institutions. FazGame security mechanisms do not allow private data from an institution to be accessed by other institutions.

#### 5. CONTENT PROVIDED TO YOU

Content is provided to you AS IS. You can access the Content for your information and personal use solely within the provided functionality of the Service and as permitted in these Terms of Use. You may not copy, reproduce, distribute, transmit, display, sell, license, or otherwise exploit any Content for any other purposes without the prior written consent of FazGame or its content licensors that have all rights for the service and its content and these have not been expressly granted to third parties. You understand that by using the Service, you will be exposed to Content from a variety of sources, and that FazGame is not responsible for the accuracy, usefulness, safety, or intellectual property rights related to that content.

#### 6. CONTENT PROVIDED BY YOU

You can send content to the Service and understand that FazGame does not guarantee any confidentiality with respect to any Content you submit. You are solely responsible for your own content and the consequences of submitting and publishing your Content on the Service. You affirm, represent and warrant that you own or have the necessary licenses, rights, consents and permissions to publish content that you submit, and you license to FazGame all patent, trademark, trade secret, copyright or other proprietary rights in the content for publication on the Service in accordance with these Terms of Service. You retain all of your ownership rights in your content. However, when sending content to FazGame, you hereby grant to FazGame a worldwide, non-exclusive, royalty-free, sublicensable license and transferable license to use, reproduce, distribute, prepare derivative works of, display and perform the Content in connection with the service and FazGame (and its successors' and affiliates), including without limitation for promoting and redistributing part or all the service (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the Service a non-exclusive license to access your Content through the Service, and to use, reproduce, distribute, display and perform such Content as permitted through the functionality of the service and within this TU. You can remove game content sent to the service through features in the service. You understand and agree, however, that FazGame can keep but not display, distribute, or make copies of your games that have been removed or deleted from servers. The comments on content from other users, you submit to the Service, are perpetual and irrevocable, since not offensive. You further agree that Content you submit to the Service will not contain copyrighted material of third parties, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or otherwise you are legally entitled to post the material and to give FazGame all license rights granted herein. You also agree that you will not submit to any Content or other material that is contrary to FazGame of Conduct standards, described at the end of this TU, which may be



updated from time to time, or contrary to local laws and regulations, national and international applicable. FazGame reserves the right to decide whether any Content violates these Terms of Service for purposes that do not constitute copyright infringement for reasons such as, but not limited to, pornography, obscenity or excessively large size of the content. FazGame may at any time without notice and at its sole discretion, remove such content and / or terminate the user's right to use the Service for submitting such material in violation of this TU.

#### 7. BILLING

FazGame currently does not charge for content users to access or use the free service, however, may at any time in our sole discretion, choose to start charging fees for the use of various parts of the service and / or different levels of subscription or account user Content, provided that such change is informed to users in advance of 15 days and that you accept and agree to this charge. FazGame has Premium access charged from institutions and contractors users. This access comprises a set of functionalities provided for contractually graphics libraries and amount of annual publications of games and scenarios. This access will be maintained as long as the institution and the user's contract the FazGame is current and compliant. At the end of the term, FazGame can migrate the institution or user to the free licensing model or renew the premium plan for the same period automatically. Licensing packages of FazGame and prices can be changed at any time during the contract period, and will not generate change in existing contracts, respecting the minimum adjustment clauses after 1 year by the IGP-M index.

#### 8. COMPLIANCE WITH STANDARDS OF CONDUCT

You agree to use the Service in a manner that does not violate our standards of conduct published at the end of TU, changed from time to time. In particular, you may not (i) use the Service in a way that would make you or us to violate any local, state, national or international, including any rules and regulations, requirements, procedures or policies in place relating to the Service and any export laws, rules and regulations; (ii) interfere with or disrupt the Service or take any action to interfere or compromise any safety measures with respect to the Service or any data or files transmitted, processed or stored on or through the Service.

#### 9. COPYRIGHT

It is our policy to respond to alleged copyright infringement notices, under the law applicable to intellectual property and terminate the accounts of repeat infringers. You agree to answer for any and all damage, caused directly or indirectly to FazGame and third parties, such as owners of trademarks, patents, logos, design, images, among others due to the violation of any rights, including intellectual property rights, copyright, especially plagiarism, shall be subrogated in any obligation or opposite charge in the face of this. You respond to civil and criminal exclusively by any third party claim in relation to the authorship of the images and other copyright used by you unlawfully exempting FazGame of any compensation that will have to pay for your negligence or willful misconduct. The texts, images, audios, logos, slogans, brands and expressions of advertising, domains, trade names, intellectual works and software produced for this site are the sole property of FazGame or its partners, being prohibited its use to you at odds with this term. You may use and reproduce texts, images, photographs, audio, logos, slogans, trade marks, expressions of advertisements, trade names and intellectual work of others, only by their permission. This authorization shall be given by you to FazGame by simply sending and / or upload files to the site, leaving established that there was licensing the title FREE and for an indefinite period, in Brazil and in all countries of the world, of property rights texts, images, photographs and other works. The practice act that violates the copyright, through the improper



and / or illegal use of content provided through this instrument involves the direct responsibility of the Company, who shall answer civil, criminal and administrative, according to the law, to the unlawful acts made and practiced. FazGame may take all actions permitted by law, in order to protect the copyright itself and others, including the adoption of restrictive access mechanisms.

#### 10. INDEMNITY

You agree to hold harmless our company and our subsidiaries, affiliates, directors, agents, region, other partners and employees as a result of third-party claims and indemnify us or reimbursing us related to damage liabilities, settlements, penalties , fines, costs and expenses (including attorneys' fees and court costs) incurred by us arising or resulting data or content submitted by you, as well as publishing, broadcasting or communication by service as well as the misuse of it, without loss of violation caused by you of any third party rights.

#### 11. DISCLAIMERS AND LIMITATION OF LIABILITY

The service is provided "as is" without warranty of any kind including warranties of merchantability, fitness for a particular purpose or non-infringement of intellectual property. Applicable law may not allow the exclusion of implied warranties, and this exclusion may not apply to you. In no event will we, our suppliers or third parties be liable for any damages (including, without limitation, those resulting from lost profits, lost data or business interruption) resulting from the use, inability to use or the use of results service, based on warranty, contract, appeal or any other legal theory, whether or not advised of the possibility of such damages. Applicable law may not allow the exclusion or limitation of incidental or incidental damages, so the limitations or exclusions may not apply to you.

#### 12. Changes to the Service: TERMINATION

Certain provisions of this TU can be replaced by terms or legal notices expressly assigned or located in specific parts of the service. We may, at any time, modify the Service or stop (permanently or temporarily) providing the Services (or any features within the Services) to you at our discretion and for any reason and with notice at least 5 days in advance, respecting the contracts, (kept the commitment to meeting premium access agreements in effect) without liability to you or any person, including, without limitation, if we believe that you have violated or may violate any provision of this TU, or the provision of service for you is, in our opinion, no longer commercially viable. Upon termination, the provisions in these Terms of Use will remain in effect, but you will not be able to use the service. The termination will not release you from liability for infringement committed prior to the termination, without prejudice to the provisions of clause 15.

#### 13. CHANGES AND UPDATES OF THIS TU: ELECTRONIC SIGNATURES

We want to make changes in this TU over time to update it, for example, to add references to products and services, or to ensure payment for the use of the service. We can specify altered or updated terms that apply to use of the service after the effective date of such change or update, and we will make a new copy of this TU available to you and we may require you to accept as a condition for the continued provision of service for you. In addition, the continued use of the Service after receipt of such amended terms will constitute your agreement to the changed terms. Any modification, amendment or waiver of any provision of this TU shall be effective unless in writing and signed or accepted electronically by the party against whom the modification, amendment or waiver will be declared. According to all the laws, regulations, rules, ordinances or other laws, you agree to the use of electronic signatures, contracts, orders



and other records and electronic delivery of notices, policies and records of transactions initiated or completed through the Service. Moreover, you hereby waive any rights or requirements under any laws, regulations, rules, ordinances or other laws of any jurisdiction which require a signature or delivery or retention of non-original electronic records.

#### 14. GENERAL

We manage the service from our offices in the State of Rio de Janeiro, Brazil. We do not warrant that the Service is appropriate or available for use outside Brazil, and access to the service from territories where their contents might be considered illegal and prohibited. You may not use or export the Service or materials found thereof, or any copy or adaptation in violation of any applicable laws or regulations, including but not limited to the export laws and regulations in Brazil. If you choose to access the Service from outside Brazil, you do so at your own initiative and are responsible for compliance with applicable local laws. The TU will be governed by and construed in accordance with the laws of Brazil without giving effect to any principles of conflicts of laws. You and we agree to submit to the jurisdiction of the judicial capital of Rio de Janeiro to resolve any legal matter arising from this TU.

#### 15. CONTACTING FAZGAME

If you have any questions about this TU, or our practices of conduct or service you can contact through the following email: [contato@fazgame.com.br](mailto:contato@fazgame.com.br). Unauthorized use of our service is a violation of the Terms of Use and may result in immediate termination of the right to use the service, and may also violate the law and subject you to criminal penalties or civil, without prejudice to clause 12.

#### 16. STANDARDS OF CONDUCT



You agree to NOT use the Service to:

a. Information Collection

Collect any information or communication on the users of the Service or any third party for monitoring, interdiction or interception of any communication process or initiated by the Service or through the development or use of any software or any other process or method that involves or assists in the commission of any one of the foregoing.

b. Property rights and improper disclosure

Transmit, access or communicate any data that infringes any patent, trademark, trade secret, commercial, copyright or other proprietary rights, including ours, or remove any proprietary notices of the Service; or, transmit, access or communicate any data that you do not have the right to transmit under any law or under contractual or fiduciary relationships (such as inside information, and confidential learned or disclosed as part of employment relationships or under nondisclosure agreements); transmit or communicate any data or content that is unlawful, harmful, threatening, abusive, offensive, defamatory, vulgar, obscene, invasive of another's privacy, or otherwise objectionable.

c. Viruses and other disorders

Transmit or communicate any data that contain viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any software, hardware or telecommunications equipment or interfere with or disrupt the Service or our operation of related systems, or modify, delete or damage any information contained in any user's computer.

d. Misrepresentation

Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity, or forge headers or otherwise manipulate identifiers in order to disguise the origin of all data transmitted to other users, including intentionally made available or "false " data files or files or data with any kind of information designed to misidentify the true contents of a file or intended to mislead the file recipient.

e. Compromising Security Measures

Take any action to interfere or compromise any safety measures with respect to the Service or any data or files transmitted, processed or stored on or through the Service, or access our service through any other means through the interfaces we offer to use.

f. Compliance with Laws

Intentionally or unintentionally violate any applicable law - local, state, national or international, including any rules and regulations of any stock exchange, laws, rules or regulations applicable to commercial e-mails, all rules, regulations, requirements, procedures or policies in force from time to time for the Service and any export laws rules and regulations.



g. Harm others

Harm minors in any way; "Stalk" or harass others. Notwithstanding the foregoing, FazGame grant public search engine operators permission to copy materials from the site for the sole purpose and only to the extent necessary for creating publicly searchable indexes of available materials, but not caches or archives of such materials. FazGame reserves the right to revoke these exceptions either generally or in specific cases.