

KESTRAA PRIVACY POLICY

1. INITIAL CLAUSES

1.1. Data Protection. KESTRAA TECNOLOGIA E SERVIÇOS LTDA. (“Kestraa”) is engaged to respect the provisions of Law No. 13.709/2018 (General Data Protection Law – GDPL), Law No. 12.965/2014 (Internet Civil Framework – MCI) and other applicable standards.

1.2. Subject Matter. The present Kestraa Import Platform (“Platform”) privacy policy (“Privacy Policy”) describes how the collection, storage, use, processing, association, protection, sharing, and other forms of treatment of Users’ (ahead highly regarded) information are executed, including your Personal Data (hereinafter highly regarded), by Kestraa with the purpose of providing Customers (ahead highly regarded) with services of online integration of logistics and foreign trade chain (“Services”).

1.2.1. For the purposes of this Privacy Policy, user is the individual who uses the Platform, including for purposes of enablement of Services (“User”).

1.2.2. Kestraa customers are corporate entities (“Customers”) who, to take the Services provided by Kestraa, are represented at the Platform by representatives who shall integrate, for all purposes, the concept of Users, as described above.

1.3. Declaration of Acknowledgement. By using the Platform, the User states to have read, understood and accepted the integrality of this Privacy Policy, and agrees to adhere and comply with all dispositions consigned in this instrument.

1.3.1. The acceptance of the Policy is imperative to any form of use of the Platform. Any person who is legally incapable and/or does not agree with the integrality of the Privacy Policy is forbidden to use the Platform, and such use should be immediately ceased in case of non-acceptance.

1.4. Amendments. This Policy may be amended at any time, at Kestraa discretion, always previously informing the user through highlighted notification which shall be posted at the Platform and/or sent to the email address previously registered, at Kestraa sole discretion. In the event the User does not agree with the Amendments, he/she should cease the use of the Platform, under the terms of item 1.3, above.

1.4.1. Notwithstanding the disposition on item immediately above, additional terms may apply to the Platform (“Additional Terms to the Privacy Policy”). The Additional Terms to the Privacy Policy are complementary and deemed integral part of this Policy and shall prevail over this Policy in the event a conflict occurs regarding what they specify.

1.5. Privacy and Security. Kestreaa is committed to the privacy and security of third parties' data inserted by Users during the use of the Platform, premise by which the present Policy is backed, and it is certain that the User, by performing such insertion, states that he/she is authorized and/or consented by the data holder to share them.

1.6. Definitions. In attention to this Clause provisions, the following terms shall have the meaning attributed to them by the GDPL, which are reproduced below:

(a) Data. Information provided by the User.

(b) Personal Data. Data related to the identified or identifiable individual.

(c) Treatment or To Treat. Any operation performed using personal data, such as those which regard the collection, receipt, classification, use, access, reproduction, transmission, distribution, processing, filing, storage, elimination, assessment, or control of information, modification, communication transference, diffusion, or extraction.

(d) Consent. Free, informed, and unequivocal statement by which the holder agrees with the Treatment of his/her Personal Data for a given purpose.

(e) Anonymization. Use of reasonable and available technical means at the moment of Treatment, through which data lose the possibility of association, whether direct or indirect, to a person; and

(f) Elimination. Exclusion of data or data set stored in data bank, regardless the procedure employed.

1.7. Interpretation. For the purposes of this Policy, except if expressly indicated otherwise, or if the context clearly indicates the opposite, the terms indicated in capital letter, singular or plural, shall follow the meanings attributed by the Platform Use Terms and Conditions.

2. INFORMATION COLLECTION

2.1. Entitlement. Data, including Personal Data, inserted in the Platform by Users, are of their property and responsibility, and it is certain that, at the moment of the registration in the Platform, the User is aware that he/she authorized their provision to Kestreaa, and that Kestreaa, in turn, Treats, including, with no limitation, the following Data:

(a) Data for Registration. To use the Platform, Kestreaa shall need to Treat given Personal Data voluntarily provided by the User, to know: name, email, phone number for contact. It is of the User's full responsibility to provide correct and complete information.

(b) Data for Use of the Chat Box. Kestreaa shall need to Treat Data and Personal Data for use, by Users, of the chat box available at the Platform, tag which Users may have access to the communication channel with Kestreaa. From Data and Personal Data collected at the chat box, Kestreaa may also, with no limitation, solve doubts, contact, and arrange meetings, with which the User from now, agrees.

(c) Cookies. The Platform uses several technologies, own and third parties, responsible for the automatic collection of Data regarding the User's navigation. Such Data are collected through technologies known as cookies – small files of information stored at the User's device when accessing a given website or application. These Technologies may collect information, such as: (i) Data about the User's access device, like the operational system and browser used by the User; (ii) IP (Internet Protocol) address attributed to the computer used by the User to access the Platform; (iii) Platform access date and time; (iv) functionalities accessed by the User and downloads and uploads made; and (v) the type of navigator the User uses to access the Platform (Internet Explorer, Firefox, Chrome, Safari); and

(d) User's Content. Kestreaa may, at its sole discretion, allow the User to present, carry, publish, or, in any way, make available to Kestreaa or to other Users, through the Platform, text, audio, image, or video contents and information. Such contents and information are included in the concept of Data.

2.2. Consent. The User, through the acceptance of the present *Privacy Policy*, from now, **states his/her consent, in a free, informed, and unequivocal way,** to the *Treatment* of Data and Personal Data performed by Kestreaa under the terms described in this Privacy Policy.

2.2.1. The User has *autonomy* to stop providing Kestreaa with Data. In this way, the User states and agrees that the non-provision of given Data may hinder the use, by the User of the Platform, as well as the provision of Services by Kestreaa.

2.2.2. In addition to the information described on the previous items, Kestreaa may collect and process other Data due to legal applicable standards.

2.3. Confidentiality. The User states that he/she knows that, through the use of the Platform, he/she may have access to Confidential Information (ahead highly regarded) belonging to Kestreaa or to third parties, and it is certain that he/she shall use such information, exclusively, for the purposes indicated in this Policy, and that he/she is committed to the maintenance of secrecy and confidentiality of all Confidential Information to which he/she has access.

2.3.1. For the purposes of this Policy, it is deemed Confidential Information, including, with no limitation, all information, know-how, documents, computer programs, pleadings, minutes, agreements, documents regarding Kestreaa and its customers, reports, financial, economic, accounting, corporate data, or any other data, records, forms, tools, products, services, methodologies, present and future researches, technical knowledge, marketing plans, business secrecy, Personal Data and other tangible or intangible materials, whether stored or not, compiled or reduced to writing, whether physically, electronically, or graphically, in writing, or by any mean.

3. USE OF COLLECTED INFORMATION

3.1. Purpose. Kestreaa shall use the User's Data and Personal Data with the purpose of providing the Services, as defined by the contractual instrument terms executed with the Customer, and shall keep the Platform working perfectly, including the following purposes:

- (a) Identification of the User who inserted the information and when he/she did it.
- (b) Control of access to the Platform, which is limited to duly registered Users.
- (c) Promotion of the communication with the User, dispatch of relevant information, including User's answers and questions, practices recommended, dispatch of communications, updating of the Terms and Conditions of Use of this Privacy Policy and important alerts on the Platform functioning.
- (d) Identification of errors, failures, and inconsistencies at the Platform.
- (e) Improvement of safety mechanisms at the Platform; and
- (f) Detection and protection of Kestreaa and Users against frauds, abuses, or illegal acts.

3.2. Use. Kestreaa may, from Data and Personal Data, develop new products and services, as well as new functionalities to the Platform, and it is certain that such products and services shall exclusively belong to Kestreaa, and the User shall not have any right or expectation to having any right to such products, services, and functionalities.

4. SHARING WITH THIRD PARTIES

4.1. Third Parties' Technology. For the purposes of the Platform, it is imperative that Data and Personal Data are processed through third parties' technology tools. Such use shall depend on the Data and Personal Data sharing with third parties, with the following purposes:

(a) Sharing with other Users. To provide Services, Kestreaa may share Data and Personal data with other Users if necessary; and

(b) Governmental Authorities. Data and Personal Data may be shared with bodies, authorities, and other entities of the public power, to meet the legislation and regulations applicable to the Platform and/or Services provided through the Platform and/or compliance with legal obligations or court order.

(c) Servers, Cloud, and Hosting. Kestreaa uses third parties' technology regarding the contracting of servers for processing its data banks, the hosting of the Platform and the storage of data in the cloud. The User may request, against dispatching of email to Kestreaa, the access to the respective tools use terms and conditions.

4.2. Foundation. Kestreaa guarantees that Data and Personal Data sharing with third parties is made according to specifications and guidelines established by applicable law for the purposes of Services provision.

4.3. Consent for Sharing. The User, through the present Privacy Policy, **states his/her Consent, in a free, informed, and unequivocal way**, to the sharing of his/her Data, including Personal Data, to all the purposes provided in this Privacy Policy.

5. DATA STORAGE AND SECURITY

5.1. Servers. Data and Personal Data are stored in servers located in Brazil or abroad, at Kestreaa sole discretion. The User states to understand and agree that other countries may have distinct levels of data protection than Brazil. Notwithstanding, User's information possibly stored in other countries shall be subject to security measures at least equivalent to the ones established by the national legislation.

5.2. Traceability. Users' access to the Platform, as well as to information included on it, are traceable, in other words, the Platform can detect who included the information and when they were included, which is imperative to the honesty of institutional activities management.

5.3. User's Device. The User states to be aware and to agree that the performance and security of the device used to access the Platform are of his/her full responsibility, as well as regarding the network through which Data and Personal Data flow.

5.3.1. It is of the User's responsibility to keep safe his/her access device environment, using appropriate available tools, such as antivirus and firewall, among others, and using appropriate and efficient software to access the Platform. In no circumstance whatsoever Kestreaa shall request Data

or Personal Data through email, particularly information related to Access Passwords, in accordance with the Platform Use Terms and Conditions. Kestraa assumes no liability for any fraudulent communication that collects Users' Data or Personal Data.

6. USER'S RIGHTS

6.1. User's Rights. Notwithstanding other rights provided by applicable legislation, Kestraa guarantees to the User, in respect to applicable laws, regarding his/her Personal Data, at any moment and through express requirement:

(i) Transparence. The User is entitled to confirmation – within a reasonable period after request – of the existence of collection, storage, sharing, or any type of Treatment performed by Kestraa, as well as access to treated Personal Data and their correction, in the event they are incomplete, inaccurate, or outdated. For the exercise of his/her rights, the User shall engage Kestraa through the dispatching of email to support@kestraa.atlassian.net.

(ii) Correction and Updating. The User is entitled to the correction of incomplete, inaccurate, or outdated Personal Data; and

(ii) Elimination. After the termination of the User's Personal Data Treatment, or through the User's express request in this regard, Kestraa shall eliminate or shall turn anonymous the treated Personal Data at the User's Consent. The User acknowledges that the elimination of Personal Data shall necessarily incur his/her impossibility to access the Platform.

6.1.1. The Customer may ask Kestraa, through specific notification in this regard, to maintain, for a given time, Data and Personal Data held by Users registered at the Platform as Customers' representatives, with which the User states to agree from now.

This Policy last update was executed on May 04, 2020.