

TERMS OF USE
(Market Chamber Website)

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1. DEFINITIONS

The provisions contained in these Terms, whenever used with the first letter in capital letters, in the plural or singular, will have the meaning presented below:

“Market Chamber Website” is the website of the Market Chamber, which includes CAM Digital;

“CAM Digital” is the area logged on to the Website of the Market Chamber, which consists of an electronic platform that allows all the procedural acts of the arbitration proceedings to be performed digitally;

“Access Credentials” means the login and password received by the User to access the logged in area of CAM Digital;

“Intellectual Property” refers to computer programs, files, texts, icons, drawings, videos, sounds, brands, logos, layouts, templates, inventions, utility models, industrial design, artistic, scientific or literary works and all materials, works, plans and objects, in any format or physical support, which are subject to protection based on the Industrial Property Law (Law No. 9.279/1996), the Copyright Law (Law No. 9.610/1998), Software Law (Law No. 9.609/1998), international conventions to which Brazil is a party, or national laws of the countries in which B3 operates and provides access to CAM Digital, which are owned, held or controlled by B3, or which are used by it in the creation, supply and maintenance of CAM Digital, whether registered, patented, pending registration or filing, or otherwise;

“Terms” are these Terms of Use;

“User or You” refers to you, who may be a visitor to the Market Chamber Website or a user logged in CAM Digital and who has an Access Credential as a party, lawyer, arbitrator or assistant to the arbitral tribunal under arbitration proceedings.

2. WHAT IS THIS DOCUMENT?

This document is the Terms of Use (“Terms”) with the rules for using the Market Chamber website that You, Third Parties and B3 will have to observe.

3. WHO IS RESPONSIBLE FOR THE MARKET CHAMBER WEBSITE?

B3 S.A. - Brasil, Bolsa, Balcão, a corporation registered with CNPJ/MF under number 25.452.873/0001-66, with principal place of business at Rua Quinze de Novembro, 275, Centro Histórico, city of São Paulo, State of São Paulo (“**B3**”).

4. WHAT IS THE MARKET CHAMBER WEBSITE?

The Market Chamber Website is the website that contains all relevant information about the Market Chamber.

In addition, the Market Chamber Website has an area logged in to CAM Digital which is the online platform that allows parties, lawyers, arbitrators and assistants to the tribunal under arbitration proceedings to perform all the necessary procedural acts digitally.

It is important to note that Users who have Access Credentials must comply, in addition to the rules contained herein, with the Arbitration Rules, the Bylaws and the Resolutions of the President of the Market Chamber (jointly, "CAM Digital Rules").

For more details, go to: [\[enter link\]](#)

5. TERMS ACCEPTANCE

By accepting these Terms, You represent that you have read and understood all of their rules.

From the moment You accept these Terms, the rules contained in these documents will govern your relationship with B3 regarding the use of the Market Chamber website.

You further represent to be aware that these Terms may be changed at any time and in the event of changes B3 will send You an email with information about the changes.

If you disagree or have any doubts about the content of these Terms, please do not use the Market Chamber website and contact B3 by email secretariacam@b3.com.br.

6. GENERAL OBLIGATIONS

User obligations and representations. By agreeing to these Terms, You agree to:

- (i) Use the Market Chamber website responsibly and in good faith, within the limits set out by these Terms and by the website functionalities;

Integrity of the Market Chamber website and violations of the Terms. You must not:

- (i) Modify, erase, sabotage or in any way violate, or assist, encourage or facilitate the breach of, the Market Chamber website, whether the web component or the underlying connected service, if any;

- (ii) Violate content protected by B3's intellectual property rights or of any of B3's affiliates, subcontractors or partners;
- (iii) Violate content protected by secrecy and confidentiality;
- (iv) Not seek, approach or accept a third-party approach to, in any way, use the Market Chamber website or any of its components to defraud these Terms and/or violate the law, or third party to perform these acts;
- (v) use the Market Chamber website to disseminate information that, in any way, may violate Brazilian law, the property rights of B3 and/or of third parties or accepted principles of morality, including, without limitation, the violation of intellectual property and privacy rights, or the production and dissemination of illegal, immoral, inappropriate or offensive content;
- (vi) employ software, techniques and/or devices in order to misuse the Market Chamber website for practices harmful to B3 or third parties, such as exploits, spamming, flooding, spoofing, crashing, root kits, etc.;
- (vii) reproduce, adapt and/or modify, in whole or in part, the Market Chamber website, without the express authorization from B3;
- (viii) publish or transmit any file that contains viruses or any other harmful elements that may, in any way, interfere with the smooth operation of the Market Chamber website or the Users' computer devices;
- (ix) use the Market Chamber website for a purpose other than that for which it was made available by B3; and
- (x) use the Market Chamber website, or allow its use, for your own illicit benefit or that of third parties.

6.1. OBLIGATIONS ON THE USE OF CAM DIGITAL

CAM Digital User Obligations and Representations. By agreeing to these Terms, in addition to the provisions of the general obligations, You agree to:

- i. Ensure that your Access Credentials are kept under confidentiality and secrecy, agreeing that they are personal and non-transferable and, in case of

suspicion of compromising the secrecy and confidentiality of your Access Credentials, You must inform the Market Chamber;

- i. Observe the Rules of CAM Digital;
- ii. Not copy, assign, sublicense, sell, lease or pledge as security, reproduce, donate, dispose of in any way, transfer totally or partially, under any modalities, free of charge or for valuable consideration, temporarily or permanently, your access to CAM Digital;
- iii. Not improperly disclose, use or modify User data;
- iv. Keep the registered email address always up to date with the Market Chamber.

7. WARRANTY EXCEPTIONS

Market Chamber website provided “as is”. The Market Chamber website as a whole is offered as is, and B3 does not warrant that the Market Chamber website is considered fit or suitable for any purpose other than those specifically and expressly described in these Terms.

Third-Party Services. When using the Market Chamber Website, the User is aware that such use depends or may depend on third-party services, such as access to the internet, among others, and B3 does not warrant that such services are adequate or sufficient to enable the use of the Market Chamber website without fail or defects.

Equipment or mobile device failures. B3 cannot warrant the absolute security, integrity and confidentiality of the data, whether personal or otherwise, entered on the Market Chamber website if the mobile or fixed devices used to access the website present, by themselves, security vulnerabilities, whether accidental (errors, bugs, etc.) or intentional, whether caused by third parties (malware, code breach, cyber attacks) or by the User himself/herself (through procedures that decrease the security of the device, such as jailbreak or root access).

Availability and Continuity of the Market Chamber website. B3 does not warrant the continuous availability of the Market Chamber website, which is subject to interruptions due to failure or maintenance, and may also be suspended or canceled upon mere prior notice at least thirty (30) days in advance. The availability and continuity of CAM Digital is governed by Resolution No. 01/2019 of the President of the Market Chamber.

8. EXCEPTIONS OF LIABILITY

B3, its affiliates, subcontractors and partners are not responsible for any damage, whether physical, moral, aesthetic, economic, accidental, punitive, loss of chance, lost profits, loss of data, or any other that the User or a third party may experience directly or indirectly related to the use of the Market Chamber website, resulting from the exclusive fault or fraud of the User or third parties. The User also acknowledges that B3 is not responsible for any

type of damage arising from, but not limited to: equipment failures; security vulnerabilities in the access devices to the Market Chamber website, damage caused by the User's actions or omissions; misuse of equipment and devices; interruptions or errors in data transmission over the internet or cell phone; intervention of any kind by the government or unforeseeable circumstances or force majeure.

Sharing Access Credentials. In no event will B3 be responsible in the case of sharing Access Credentials with third parties, the User assuming all risks related to his/her decision to share or make Access Credentials available.

Damage suffered by interference from third parties. B3, its affiliates, subcontractors and partners are not responsible for any damage, be they of a physical, moral, aesthetic, economic, accidental or punitive nature, loss of chance, loss of profit, loss of data, or any other that the User or a third party may experience as a result of unlawful interference by third parties on the Market Chamber website.

However, the User understands and agrees that B3 will adopt security and protection measures compatible with the nature of the data collected, used and stored by B3. **However, B3 does not warrant in any way that such security measures are error-free or that they are not subject to interference from third parties (hackers, among others). By accepting the terms of use and/or using the Market Chamber website, the User understands and expressly takes this risk and agrees that B3 will not be responsible for such conduct.**

Right of Recourse. If B3 is implicated in any way in extrajudicial collections or any other legal action due to damage caused by a User or persons for which the User is responsible, the User undertakes to intervene in the proceedings in progress, in order to exempt B3 from any responsibility and from any possible negative outcome. In addition, B3 will have full right of recourse against its Users when the recoverable damage arises directly or indirectly from the fault of a User.

Log access. B3 has no obligation to provide and will not provide any logs or records of connection and access to the application that do not concern the requesting User himself/herself, unless so determined by a court decision.

Acts of God and Force Majeure. The User agrees that B3 will not be held responsible in the event of acts of God or force majeure, under the terms of article 393 of the Brazilian Civil Code.

9. INDEMNIFICATION

The User agrees to defend, indemnify and hold B3 and its affiliates, executive officers, employees and agents harmless from and against any charges, actions or claims, including, but not limited to, reasonable attorneys' fees, resulting from: (i) your possible misuse of the Market Chamber website; or (ii) breach of the conditions now agreed.

10. INTELLECTUAL PROPERTY

B3 Licensing. These Terms grant the User a personal, worldwide, revocable, non-exclusive, free of charge and non-transferable license to access CAM Digital, it being understood that the User will not be able to use or allow the use of CAM Digital for any purpose other than as expressly provided for in these Terms. Thus, the User represents to be aware that it is strictly forbidden to copy, modify, distribute or sell services made available by B3, through CAM Digital, as well as any part thereof.

B3 intellectual property. B3 is the exclusive holder of all moral and property rights conferred or that may be conferred on visual and/or artistic aspects of the Market Chamber website, as well as the source code, artificial intelligence, technical and design elements, processes, reports, and others that help to characterize the website, the application itself, all the distinctive signs, brands, logos and any material subject to protection by copyright or industrial property. Any type of copying, alteration or redistribution of the website, the source code or any element included under the “Intellectual Property” heading (as defined above) in part or in whole is strictly prohibited. The User also agrees that the User will not do, try to do, or help someone to do any kind of reverse engineering or attempt to access the source code of the Market Chamber website.

11. DURATION AND TERMINATION

The Terms will be valid for an indefinite period, starting from the first access of the User to the Market Chamber website.

Any violation in relation to the use of CAM Digital will be promptly communicated to the Market Chamber Office, which will report what happened to the arbitral tribunal, and this will take the actions it deems appropriate.

12. MISCELLANEOUS

These Terms do not create any partnership, agency, franchise or employment relationship contract between B3 and the User.

If any provision of these Terms is found to be illegal, void or unenforceable for any reason, the remaining provisions shall not be affected and shall remain valid and enforceable to the fullest extent possible.

These Terms are the entire agreement on the conditions of use of the Market Chamber website.

Any failure by B3 to enforce or exercise any provision of these Terms or related rights does not represent a waiver of that right or provision.

13. APPLICABLE LAW AND JURISDICTION

These Terms of Use will be interpreted exclusively under the laws of Brazil.

The courts of the Central District Court of the city of São Paulo, State of São Paulo, are hereby elected as having jurisdiction to resolve any doubts, questions or disputes arising from these Terms, the parties waiving any other, however privileged it may be.

14. DOUBTS, SUGGESTIONS, COMPLAINTS?

If you have any questions, suggestions or complaints please contact us: secretariacam@b3.com.br.