

## **TERMS OF USE**

DATAGRO PLATFORM  
DATAGRO WEB PORTAL  
DATAGRO APP

### **1. TERMS OF USE, GENERAL USE CONDITIONS AND ITS ACCEPTANCE**

**DATAGRO**, a private law entity, with headquarters at Calçada das Magnólias, 56, Centro Comercial de AphaVille, Barueri, state of São Paulo, Zip Code 06453-000 (hereinafter referred as "DATAGRO"), supplies or displays information and analysis to the visitors and clients that use its Portal, Platform or Mobile App (hereinafter referred as "SERVICE").

The use of the SERVICE characterizes the legal condition of the SERVICE user (hereinafter referred as "USER") and expresses its acceptance to all items of this terms of use. Thereby, the USER, when connected to the SERVICE declares beforehand – and irrevocably – that they read, understood, and most importantly, accepts all the terms of this document.

The SERVICE has public access areas to the USERS – available to any person by simple access – in which there is data, information and generic functionalities, about themes of interest to the general public, and has reserved areas, providing access to determined data, information and functionalities whose use is referred to particular conditions, indicated in a specific contract (hereinafter referred as "CONTRACT") which, according to the case, substitute, complement or modify this document. The USER, therefore, must read the respective CONTRACT before its first access or use of the SERVICE. Each access to the SERVICE, as a whole or in part, will express the unconditional acceptance of the USER to the referred legal conditions of use version published by DATAGRO on the moment that the access occurs and/or its use, and present on the SERVICE in its updated and full form.

### **2. OBJECT**

Through the SERVICE, DATAGRO provides the access and usage of various data, information, tools and functionalities (hereinafter referred as "CONTENT"), made available to the USERS by (a) DATAGRO and/or (b) third parties. This CONTENT is supplied on strict observance of the applicable legislation in Brasil. Foreign USERS must follow the rules and legal requirements of the Brazilian laws applied to the matter, except when expressly defined on the called PARTICULAR CONDITIONS of the respective contracts. DATAGRO reserves the right to modify unilaterally, at any time, to presentation and configuration of the CONTENT, as well as modify or eliminate, at any time, the SERVICES, these conditions, the CONTRACT, as well as any warnings and regulations and instructions of use. This will be made, with no loss to any acquired rights of USERS that made advanced payments, and by the necessary time in which these rights are completely exhausted or compensated.

## **2.1 Content of third parties and Terms of Use of the content of third parties**

To provide the SERVICE and the CONTENT, DATAGRO reserves the right of hiring third parties or using resources of third parties. To do so, and on the limit of the necessary and demandable, the user agrees that DATAGRO may transfer basic data about their users to their suppliers of goods and services, including full name and address, and grants powers to DATAGRO, by their acceptance to the terms of this document, to take the needed measures so that the products and services are available, including, but not limited to the acceptance of the terms of use and other dispositions presented by third parties, by regulatory requirement or not, always observing and being liable to the best interest of their users that, at any time, will be able to solve their doubts about any disposition of these terms of use by the channels mentioned at the end.

In relation to the usage of market data given by the São Paulo's stock market (B3), the USER declares that acknowledges and agrees to the terms of this institution, according to the Appendix I bellow.

## **3. ACCESS CONDITIONS AND SERVICE USAGE**

### **3.1 Service Usage**

The operation of the SERVICE by DATAGRO has institutional character. The SERVICE will be free to the USERS of the general public that only consult the public access area that does not require previous enrolment or registry by the USER. Nonetheless, the use of certain specialized CONTENT on the reserved access areas will only be made by enrolment of the USER as a subscriber of the SERVICE, with the payment of a pre-determined price by an also determined access period and by a CONTRACT.

### **3.2 User registry to Access the Reserved Area**

DATAGRO reserves a portion of the CONTENT exclusively for the access of the USERS registered through explicit request of themselves to DATAGRO and the celebration of a CONTRACT. Once all conditions of value and deadlines of access are accepted – already defined before as the CONTRACT – the USER commits to use and conserve its USER name (hereinafter referred as "LOGIN") and its access password (hereinafter referred as "PASSWORD"), hereinafter collectively referred as "KEY" of access in accordance with the clauses established in this instrument.

The USER will receive its own, only and exclusive KEY of access to the reserved areas by a defined method to DATAGRO's sole discretion. The KEYS will be assigned by a predetermined and known period by the USER. By the end of such period, if there is no

renewal to the CONTRACT, DATAGRO will cancel the respective KEY, blocking the USER's entry on the reserved areas of the SERVICE.

The USER must keep, in a correct and complete way, certain data and information confirmed after the filling of the respective fields, as requested by the service; all the data and information informed by the USER must be exact, precise, true, authentic and updated. The USER recognizes that DATAGRO does not have the obligation to verify the accuracy, precision, veracity, authenticity, of the data and information update given by the USER or any person. DATAGRO will not be responsible for the accuracy of the information and/or data inserted by the USER, being certain that the USER ensures and responds, in any case, for the accuracy, precision, veracity, authenticity and use of the personal data registered.

The USER expressly authorizes DATAGRO to collect, store, recover, share and provide the information and data contained in the USER's registry to other entities related to DATAGRO, in Brasil and abroad, as well as to public authorities that formally request the information, in the terms of the Brazilian Constitution and other applicable legislation.

The USER expressly agrees that DATAGRO collects information for the traffic accompaniment on the system and on the website, with the intention of identifying groups of user profiles; this information can also be grouped and utilized, internally, as generic statistics, aiming to obtain a better understanding of the user profile to update the system and website.

### **3.3 Use and Custody of the Access Keys**

The USER commits to do a diligent use of the KEYS to access, as well as to keep them a secret. The USER commits to communicate to DATAGRO, immediately, the loss or theft of the KEY, as well as any risk of access to the KEY by an unauthorized third party and which, by any reason, knows about it. The imperfection or the misconception on the subscription of the KEY of access by the USER (or its representative or agents) will be automatically registered by DATAGRO's computer system, that will act strictly if found that the KEY was facilitated to third parties not authorized to use it. Furthermore, if proven that non authorized third parties had access to the reserved areas of the SERVICE, by the use of determined KEY, the USER that holds that exclusive set identification data, will become immediately a debtor of the values regarding a second, third, etc., CONTRACT, because the access attests the condition of user in fact and in law, submitting their holders to the contract obligations.

The USER must, always and at any time, abstain itself of obtaining, or trying to obtain, information, messages, texts, tables, graphs, drawings, articles, statistics, images, pictures, recordings, software and, in general, any type of material accessible through the SERVICE or CONTENT, employing, for that objective, means or procedures other than those available or indicated for this purpose on the pages of the SERVICE in which the

CONTENTS are. The same is valid to the whole content of ANY data or information or texts and analysis, derivative or not of the CONTENT and to which the registered USERS have access. The reproduction, copy, by any type of system or method, including photocopies, redigitalization, and its distribution, diffusion or transmission by any system or technology (including e-mail, recording in permanent and semi-permanent ways, electronic or not, of data storage, fax, film and others), even by internal informational purposes, it's a clear violation of the intellectual property owned by DATAGRO and will be treated like that with the maximum rigor of the Law.

The tolerance of any infraction related to the devices of this term will not mean that the USER is released from the obligations taken, neither that this term or any part of this term has been revoked.

### **3.4 The Content**

DATAGRO offers its SERVICE with the objective of giving quality information to the Agrobusiness sector in Brazil, notably – but not exclusively – in the areas of interest related to the activities of the promotion of Sugar Cane, Alcohol and Sugar, Soy, Corn, Wheat, and other crops. For this purpose, DATAGRO has a staff of specialized consultants and informants, that accompany, study, register, gather, analyze, and debate all of the main events and sectorial facts relevant to the national and international scene. The SERVICE also contains information generated and published by public or private organizations qualified as of utility and public domain. The value of this information is relative, and must be used for general orientation. Yet, given the variety of the sources, the possible lack of continuity and availability to determined historical series of data, etc., DATAGRO reserves its right to modify – at its sole discretion – all and any data of CONTENT of the SERVICE.

For this reason, DATAGRO rejects and does not recognize any allegation that determined data, value or fact can be considered false, ambiguous, inexact, exaggerated, obsolete or extra temporary, or allegations that may mislead to its object or its intentions or purpose, as well as be interpreted as a transgression of rights or commercial or business secrets of third parties, because DATAGRO does not have the obligation to control – and effectively does not control – the transmitted content, widespread or made available by third parties, such as public sources of sectorial data, private or governmental. However, DATAGRO reserves its right to review, at any moment and without previous notice, by its own initiative or as a request of third parties, content transmitted, widespread or made available (including preventing its transmission, diffusion or availability to the USERS), in case any mistake, etc., without it representing any onus or obligation to DATAGRO by third parties that consider themselves harmed by the use of the referred data when available on the SERVICES of DATAGRO.

Papers and signed articles, eventually present on the CONTENT of the SERVICE, are of whole and exclusive responsibility of their respective authors. DATAGRO makes those

materials available without that necessarily representing the opinion of the company and its executives, and does it exclusively to encourage the broad and constructive debate about subjects of technical, legal, administrative and economic relevance to the agribusiness, and others that are on its scope of action.

#### **4. USE OF THE SERVICE AND CONTENT UNDER EXCLUSIVE RESPONSIBILITY OF THE USER**

The USER is aware and accepts voluntarily to use the SERVICE and the CONTENT, always and under any circumstance, by its own, whole and exclusive responsibility. The USER obligates itself to use all CONTENT in a cautious, correct and licit manner and, in particular, declares to be aware that it uses that CONTENT by its own risk, not obligated to – and not being able to – give to DATAGRO and the other providers of access, content or related services any responsibility or burden due to failures, errors, defects or flaws that this information may eventually have. In addition, the USER must abstain itself of reproducing or copying, publishing, distributing, and giving access to the public through any way of communication, transforming and modifying the CONTENT, unless they have the authorization of the holder of the corresponding rights since this is legal and formally authorized. The USER compromises to watch over the technical features of protection, the digital signatures, or any mechanism or information that can lead to the access of the CONTENT. The formats, style, aspects, designation brands, graphic concepts, illustrations, functions and technical concepts used on the structuring, operation and availability of the SERVICE are exclusive property of DATAGRO.

#### **5. EXCLUSION OF WARRANTIES AND CIVIL RESPONSIBILITY**

##### **5.1 Availability and continuity, utility and fallibility**

In consequence of technical and operational issues, DATAGRO cannot guarantee – and effectively does no guarantee – the availability and continuity of the functioning of the SERVICE in a constant and uninterrupted way, when those are caused by reasons and motives of force majeure, such as loss of electrical energy, temporary discontinuity on the operation of the INTERNET traffic providers, overloads on the public lines of telecommunication, external interferences and outside of its control that prevent the operation of the SERVICE, etc. The USER must have in mind that any line of telecommunication is subject to bad weather, accidents, maintenance flaws, etc., that can cause the CONTENT of the SERVICE to be unavailable for indetermined periods, without DATAGRO being able to act to reestablish it. DATAGRO is exempted of any responsibility for damage and losses of any and all nature that can elapse or come from the lack of availability or continuity of the functioning of the SERVICE and CONTENT provided, in the causes indicated on this paragraph. DATAGRO defines, by its own and exclusive criteria, the time and occasion of entry and exclusion of determined information among the content of the SERVICE. These periods are defined in a way that the times of access, speed of transmission and criteria of pertinence and relevance, actuality, historic value,

etc., are properly weighted with the mass of the information registered and available the USER's access.

## **5.2 Quality**

DATAGRO controls in preventive character the CONTENT of the SERVICE for its technical nature and the possibility of virus contamination. However, considering the multi-user character of the SERVICES, and the plurality of the sources, DATAGRO is technically unable to guarantee, in every situation, and all the time, the absence of virus and other applets with harmful intentions, or elements able to produce changes on its information system (software and hardware) or on the electronic documents and archives stored on its information system. DATAGRO exempts itself of any responsibility for the damages and losses of any nature that can elapse from the presence of virus or other harmful elements in any part or component of the SERVICE and that, in this way, can produce alterations and/or damages on the physical and/or electronic USER's equipment.

## **5.3 Reliability and Utility of the CONTENT**

DATAGRO endeavors its best efforts to guarantee the reliability and usage of the CONTENT. Nonetheless, in general lines and definitely, DATAGRO exempts itself of any responsibility by all and any eventual damage and loss, of all and any nature, that come from the use of these information by the USERS, including, but not limited to, those that can elapse from:

- (a)** The transmission, diffusion, storage, availability, reception, gain or access of the CONTENT, and in particular, yet not exclusively, by the damage and harm that can elapse as a consequence of the absence of transmission, diffusion, storage, availability, reception, obtaining or access of the CONTENT;
- (b)** The infringement of intellectual property and industrial rights, the business secrets, any kind of contractual commitment, the property rights and all and any other nature belonging to a third party as a consequence of the transmission, diffusion, storage, availability, reception, obtaining or access of the CONTENT;
- (c)** carrying out acts of unfair competition and illicit advertising by third parties, or their agents, as a consequence of the transmission, diffusion, storage, availability, reception, obtaining or access of the CONTENT;
- (d)** the inadequacy for any type of purpose, or the frustration of expectations generated by the CONTENT;
- (e)** the breach, delay in compliance, faulty compliance or finishing by any reason of the obligations contracted by third parties and contracts made with third parties through or with the reason to access the CONTENT;

- (f) the defects of any kind eventually existent (explicit or hidden) in the services provided through the SERVICE.

#### **5.4 The Veracity, Accuracy, Completeness and Currency**

DATAGRO has a team of experts and a list of public and private sources that have the mission to do the best effort to guarantee the veracity, accuracy, completeness and actuality of the CONTENT. Nonetheless, in a clear and explicit way, through this instrument, DATAGRO recommends the source comparison and the use of appropriate sense before taking any economical, administrative, strategic, planning decision, planning or the execution of activities based on data extracted from the CONTENT of the SERVICES independent of its source, origin or author. DATAGRO excludes itself from any responsibility due to the damage and prejudice of all nature that elapses from an eventual lack of veracity, accuracy, completeness and/or currency of the CONTENT.

#### **6. NON-LICENSE OR CESSION**

DATAGRO does not grant any license or authorization of use of any type about its industrial and intellectual property rights, business secrets or about any other property or right related to the SERVICE or CONTENT. In the same way, does not recognize, discloses or make available the details regarding the mounting, operation and technology of informatic support of its SERVICES.

The USER cannot use the name, brand, copyright and intellectual rights of DATAGRO and its providers without previous authorization.

#### **7. REFUSAL AND WITHDRAWAL OF ACCESS TO THE SERVICE**

DATAGRO reserves the right to refuse or withdraw the access to the SERVICE, at any moment and without the need of previous warning, by own initiative or by the demand of a third party, to all USERS that break the conditions contained in this document or in the respective Particular Conditions, or that, somehow, result or can result in activities considered illegal, harmful to the interest of third parties, or that break laws and existing or future regulations. If this withdraw has as a source proven facilitation of the access to the CONTENT of the Reserved Area by non-authorized third parties, the refusal and withdraw of the access will not exempt the charge of the bearer USER and contractually identified by the services eventually used by the non-authorized user. If it involves the attempt of obtaining information by illicit means, it will be considered an attempt to invade private property and as such conducted on lawsuits to which it gives cause.

#### **8. DURATION AND FINALIZATION**

The provision of the SERVICE has undefined duration. However the access to the reserved areas is only assured to registered USERS and with its contractual and economic obligations before DATAGRO considered up to date.

## **9. APPLICABLE LAW AND JURISDICTION**

These conditions are governed by the Brazilian law. DATAGRO and the USER, with express renounce of any other forum, submit to the courts of the city of São Paulo.

## **10. CONTRACT**

To any doubt about the content of this instrument, suggestion or complement, please contact DATAGRO MARKETS over the phone number +55 11 4133.3941 and e-mail [support@datagro.com](mailto:support@datagro.com).