

# **GENERAL TERMS AND CONDITIONS OF USE**

Learn about our Terms and Conditions of Use. We want you to read the full document, so we work to build it with easy, practical and accessible language. Read and feel free to consult whenever you need!

## **Object**

Through this website, we allow users to access general information about the TERRA VISTA Group, regarding the solutions offered in relation to carbon offsetting (CO2), existing projects, business partners, preparation of an environmental feasibility report and other content on the carbon market.

We know it is tempting to omit these Terms of Use, but it is important to establish what you can expect from TERRA VISTA when browsing our site ("Site").

#### Conditions of access and use of the Site

Access to the Site by the User is free of charge. However, some services offered by TERRA VISTA may be subject to remuneration, as specified when contracting each of them. Rest assured that TERRA VISTA will display this information in a prior and clear message when contracted for services.

To access some functionalities of the Site, such as emission compensation or request to prepare a report, it will be necessary for the User to register the information required by TERRA VISTA, which must be transmitted by the User truthfully and completely, in order to reflect their current and real data.

The use of the Site presupposes your acceptance, understanding and binding to these Terms of Use. Thus, whenever the User makes use of any of the services offered by TERRA VISTA, he should be aware of the need to respect and follow all the rules and obligations available in these Terms and Conditions of Use. If the User does not agree with any provision of these Terms of Use, it is recommended that he immediately suspend the use of the Site and/or the services of TERRA VISTA.

In case of providing personal data, the User must accept our Privacy Policy, which can be accessed here.

#### **Exclusion of warranty and liability**

TERRA VISTA is not responsible for any damages arising out of the use (or inability to use) of the Site, including damages that may be caused by viruses or other inaccuracies or failures, unless TERRA VISTA has acted with verifiable negligence or intentionally.

TERRA VISTA is not responsible for any damages arising from the lack of updating, compatibility or accuracy of the Site. Nor is it responsible for damages resulting from failures or delays in the delivery of electronic communications, manipulation of electronic communications by third parties or computer programs.

TERRA VISTA also disclaims all warranties, including quality, suitability, availability or



adequacy and merchantability.

The hyperlinks contained in the Page may direct Users to external sites, maintained by third parties. TERRA VISTA shall not be responsible for the content and operation of these sites.

### Conduct not allowed by the User

By using the TERRA VISTA Site, the User undertakes to comply with Brazilian law, and may not disclose or transmit any information that:

- Is contrary to the ethics or encourages any illegal practice, or that characterizes a violation of the provisions of these Terms of Use or the TERRA VISTA Code of Conduct:
- Encourages discrimination, hatred or violence against a person or groups on the basis of sexual orientation, race, gender, disability, nationality or any other reason;
- Is false or inaccurate and can mislead the recipient;
- Is protected by any intellectual property right for which the User is not authorized to disclose or use; and/or
- Incorporates any elements that may cause damage, hinder, or prevent the use of the TERRA VISTA network or third parties, such as viruses or other electronic elements.

## Intellectual property

All the content found on the Page is made available for the personal use of the User and the improvement of their navigation, being exclusive property of TERRA VISTA, including its texts, graphics, icons, photos, images, technology and all its audiovisual content, software and source code. The copying or reproduction of any of the elements protected by the intellectual property of TERRA VISTA is prohibited.

In addition, it is expressly forbidden to collect and use information for the purpose of monitoring, classifying data, damaging, or competing with TERRA VISTA, whether using a software or any device that has this function on the TERRA VISTA Site.

In no case do these Terms of Use imply the assignment, total or partial, of any intellectual or industrial property rights of TERRA VISTA to the User.

Any action that violates these Terms of Use or applicable law, including, but not limited to, the Industrial Property Law, will be subject to the application of the relevant legal measures, which may result in compensation for any damage caused to TERRA VISTA.

## Suspension and interruption of access

In case of breach of these Terms of Use or any illegal practice by the User, TERRA VISTA will be authorized to suspend or interrupt access to the Site by the User at any time.

## **Updates**

These Terms of Use may be updated from time to time. Should these be modified, the new version will be available on the Site and will take effect immediately. If you do not agree with the new version of our Terms of Use, you must stop accessing the Site.



#### **General Provisions**

Failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision.

If any provision or part of a provision of these Terms of Use is unlawful, void or unenforceable, that provision or part of the provision shall be withdrawn and shall not affect the validity and enforceability of the remaining provisions.

## Legislation and Forum

These Terms of Use shall be governed by and construed in accordance with Brazilian law.

TERRA VISTA constantly works to provide the best possible service to the User, so in case of disagreements or conflicts between you and TERRA VISTA, we suggest that you contact our existing service channels on our website to resolve the issue in a consensual and friendly manner.

The São Paulo District Forum is competent to resolve any dispute arising out of these Terms of Use.

Last Updated: April 22, 2024