

Terms of Use for Blockchain Registration

1. Terms and Conditions

1.1 These **Terms of Use of BRAINID** (“**Terms**”) apply to the user (“**USER**”), whether an individual or legal entity, interested in the preservation of files through blockchain technology on **BRAINID**, owned by the company **2015 LICENCIAMENTOS LTDA. (BRAINID)**, a private legal entity registered with **CNPJ/MF under No. 37.312.928/0001-11**, headquartered at **Rua Cristiano Viana, 401, suite 1302, Cerqueira César district, São Paulo, SP**.

1.2 These conditions may be changed by **BRAINID** without specific prior notice. All changes will always be included in this **Term**, which must be regularly reviewed by the **USER**.

1.3 To use **BRAINID**’s services, the **USER** must have a login and password. The **USER** is solely responsible for their login, for completely and truthfully filling in their information, and for keeping all information submitted to **BRAINID** confidential, with their declaration being true under the penalties of law. The **USER** must immediately notify of any unauthorized use. **BRAINID** is not responsible for any damages resulting from the disclosure of the password to third parties or the use of the same account by two or more people, nor for false or incorrect information.

1.4 All data provided by the **USER**, as well as inquiries made by **BRAINID**, are confidential and used only for the registration and certification purposes stated in this **Term**. The **USER** is responsible for the accuracy and truthfulness of the provided data. **BRAINID** does not endorse or certify the truthfulness of the information provided by the **USER**.

1.5 By using the services, the **USER** agrees to each of the conditions set forth in this **Term**. If the **USER** does not agree with any of the provisions or conditions established, they are not authorized to use **BRAINID**’s services for any purpose.

1.6 The documents generated by **BRAINID** are made available in a **non-editable format**.

1.7 The use of **BRAINID**’s services without complying with the conditions set forth in this **Term** will be the sole responsibility of the **USER**, who will be liable for the content of their statements, taking full responsibility for the accuracy of all declared content, and for any and all damage that may be caused to **BRAINID** or third parties, in accordance with the law.

2. Object

2.1 The purpose of this **Term** is to regulate the conditions for using **BrainID**, the platform through which blockchain records requested by the **USER** are carried out.

2.2 By this **Term**, the **USER** authorizes **BRAINID** to proceed with the registration and storage of their Works, under the terms of **Article 29, IX of Law No. 9.610 – Copyright Law**, through **blockchain technology**, which enables anyone to attest to the authorship and ownership of the **USER** over the Work(s) via online certificates before any third parties, facilitating the recognition of the **USER**’s copyright over the Work(s) for any purpose. The registration does not constitute the creation of rights, and the **USER** is fully responsible for it, as clarified in this **Term**.

2.2.1 If the Work is made available for licensing via **BRAINID** at the time of registration, the blockchain registration will be **free of charge**. If the **USER** is not interested in licensing their work on **BRAINID**, and wishes only to obtain the registration, a fee of **R\$ 29.90 (twenty-nine reais and ninety cents)** will be charged for each registration.

2.3 This authorization is **irrevocable and irreversible**, and does **not imply any obligation** for **BRAINID** to use the Work(s).

3. USER Responsibilities

3.1 When the blockchain registration involves a work protected by **Copyright Law**, the **USER** declares to be the sole author, owner, and/or holder of the economic copyright of the Work(s) submitted and registered on **BRAINID**.

3.2 If the Work(s) contain the image of a person, third-party copyright or related rights, the **USER** declares to be authorized by the respective holders for their creation and exploitation as provided in this **Term**, exempting **BRAINID** from any liabilities, including removing **BRAINID** from any legal actions or extrajudicial disputes that refer to any infringement, and compensating **BRAINID** for any damages caused.

3.3 The **USER** shall be solely liable for any infringement of third-party rights of any nature resulting from the creation, registration, and exploitation of the Work(s) as set forth in this **Term**, replacing **BRAINID** in all judicial and/or extrajudicial proceedings related to it, whenever possible; otherwise, the **USER** shall compensate **BRAINID** for the damages caused.

4. Declarations

4.1 **BRAINID** will adopt appropriate measures to maintain the availability of the **USER**'s Work(s) registration services. The services may be temporarily unavailable due to scheduled, periodic, or necessary maintenance at any time, as well as due to unforeseen circumstances. Information regarding service unavailability will be made available on the website whenever possible.

5. Platform Use

5.1 We grant the **USER** a personal, non-exclusive, limited, revocable, and non-transferable license to use our services and related content as described in these **Terms**, protected by intellectual property laws and treaties. The **USER** is not authorized to perform any actions not described herein.

5.2 **BRAINID** offers users the functionality to set their registered assets as public or private, according to their preferences. Assets classified as **public** may be viewed by other platform users or visitors, promoting transparency and exposure. **Private** assets will be kept confidential, accessible only to the owner and to those authorized by them.

5.3 Our platform will not tolerate any illegal, immoral, inappropriate, or offensive activities, in accordance with applicable legislation and regulations.

5.4 Our trademarks, domain names, databases, layouts, software, confidential information, among other intangible assets, are our property and are protected by intellectual property laws and treaties. Their use by third parties is prohibited unless expressly authorized by us.

6. Personal Data Processing

6.1 The processing of personal data related to the subject of this **Term** shall be governed by the **Privacy Notice**

7. Final Provisions

7.1 These **Terms** shall bind and benefit the parties, their successors, and permitted assigns.

7.2 The failure to exercise any of our legal or contractual rights shall not be interpreted as a formal waiver, and such rights shall remain available.

7.3 Any provision of these **Terms** deemed illegal or unenforceable by a competent court shall be nullified, while the remainder of the **Terms** shall remain in full force and effect.

7.4 Disputes related to the subject of this **Term** shall be resolved through mediation, administered by the **Arbitral Council of the State of São Paulo – CAESP**, in accordance with Laws **13.140/15** and **9.307/96**, and the Internal Rules of the Chamber, with the exclusion of any other venue, however privileged it may be. Each party shall bear its own costs.

7.5 The provisions of this **Term** shall be governed and interpreted in accordance with the laws of the **Federative Republic of Brazil**. Documents prepared by **BRAINID** are based on Brazilian laws, norms, customs, and practices, and are not applicable to other countries. This **Term** constitutes the sole agreement entered into between **BRAINID** and the **USER** governing this subject matter, prevailing over any verbal statements or assertions.

7.6 The **USER** declares to be aware of and to agree with the obligations and responsibilities herein, after reading, understanding, and accepting these **Terms**.

8. Support and Contact

8.1 We provide the email address info@brainid.com so that the **USER** may contact us regarding questions, platform operation, suggestions, changes, partnership proposals, complaints, comments, or compliments. We will respond to your messages using the registered communication channels.