

## VALE INSTITUTE OF TECHNOLOGY WEBSITE TERMS AND CONDITIONS OF USE

Updated on 19 January, 2022.

Welcome to the **Vale Institute of Technology!**

Please find below the Terms and Conditions of Use ("Terms") containing the main rules that **You** must follow when accessing and using the features of the environments related to the Website managed by:

**ASSOCIATION VALE INSTITUTE OF TECHNOLOGY - ITV**, a private association, enrolled in the **CNPJ/ME under no. 12.308.301/0005-90**, with address in the city of Belém, State of Pará, at Rua Boaventura da Silva, 955, CEP 66.055-090. ("**Vale Institute of Technology**")

Available electronically at <http://www.itv.org> and linked subdomains, together referred to as "Our Environments".

Our Environments are aimed at users and visitors who wish to access our services and educational programs, as well as find out more about the history of the Vale Institute of Technology and the actions that have been conducted in recent years.

During the use of Our Environments and to access certain features, information may be required in order to maintain your security and confidentiality. Rest assured that the use of your data is regulated in accordance with our [Privacy Notice](#), which can be accessed by **You** at any time.

**1.1. Terms of access to Our Environments.** Our Environments are aimed at users and visitors who wish to learn about the Vale Institute of Technology, as well as its research groups and projects. Also, to those who want more information about the educational programs in professional master's degrees and technical training courses.

**1.2. Registration.** For certain environments we may require a previous registration to be performed by **You** at the moment of access, in which case it will be necessary for **You** to inform some of your data, as requested in the applicable environment.

**1.2.1.** Other environments may require a login and password previously registered to access their functionalities. In this case, it will be necessary that **You** are duly authorized to access them, and **You** should contact our Service Channels in case **You** do not have the access data or are unable to do so.

**1.3. Information integrity.** **You** are solely responsible for the integrity and veracity of the information entered into Our Environments and shall be civilly and criminally liable for the consequences derived from the irregular use of third-party information or false information.

**1.3.1.** O The Vale Institute of Technology does not guarantee the quality, coherence, integrity, form and updating of the information **You** enter in Our Environments; therefore, we are not responsible for any inaccuracies, outdatedness or errors in the information provided by **You**.

**1.4. Eligibility.** The Vale Institute of Technology may change the eligibility criteria for access and use of Our Environments at any time and at our discretion, so we suggest that **You**, when making use of the existing features of Our Environments, always check the current rules.

**1.5. Communication.** By providing your data, **You** agree to receive, at the e-mail address and/or phone number entered, messages with notices sent by the Vale Institute of Technology. Please bear in mind that, in this case, and at any time, **You** will always have the option of interrupting these communications, provided that this does not impair the contact that is essential for the fulfillment of your requests in Our Environments.

**1.6. Presentation of Our Environments.** Our Environments and their functionalities are presented to **You** in the way they are available at the moment of access and may undergo constant improvements and updates. We will always maintain the functionality of Our Environments with reasonable efforts, using a layout that respects usability and browsability whenever possible, as well as displaying the functionality in a clear, complete, and accurate manner.

**1.7. Digital Security.** The Vale Institute of Technology is concerned about your security when using our Environments. Therefore, through our internal procedures, we are constantly improving our techniques to ensure the authenticity, confidentiality and integrity of the information provided to us. Please bear in mind that the security of your data does not depend exclusively on the Vale Institute of Technology, so **You** should also be aware of our guidelines at all times.

## 2. USE OF OUR ENVIRONMENTS BY YOU

**2.1. Access addresses.** Access to Our Environments will be made through the internet, by means of the following link <https://www.itv.org/> and related subdomains, while access to Our Environments by other means which are not authorized by the Vale Institute of Technology, is prohibited.

**2.2. Features of Our Environments.** **You** can use Our Environments to access several features, including a library with publications, data and news from the Institute, upcoming events of the Vale Institute of Technology, inquiries, access to educational programs and related information, among others. Furthermore, users can access information on research groups and projects developed by the Institute and its partners.

**2.3. Institutional.** Through Our Environments, **You** will be able to access institutional information about the Vale Institute of Technology, and learn a little more about our history, our values, and the mission that underpins our activities.

**2.3.1.** Also in Our Environments, at the institutional level, **You** can access information about the Executive Board of the Vale Institute of Technology, as well as the amounts invested in research.

**2.4. Research Groups and Projects.** While using Our Environments, **You** will also be able to access information about the research groups organized by the Vale Institute of Technology, as well as access information about researchers and partner institutions.

**2.5. Education.** In Our Environments you can find teaching programs for professional master's degrees and technical training courses, as well as the internal regulations, course syllabuses, academic calendar, and information about selection processes.

**2.6. Service.** **You** may also contact us through our Customer Service Channels to clarify doubts about services, actions, or other issues and to exercise your rights as a holder of personal data, in addition to being able to register compliments and complaints.

### 3. CONTENT, SUBMITTED DATA AND INTELLECTUAL PROPERTY

**3.1. Content.** Unless otherwise stated in these Terms, all information, images, trademarks, and other content made available on Our Environments, in any language or form, is our exclusive property or license ("Content"). Your use of Our Environments does not create any presumption of transfer of ownership or license of the Content. Therefore, **You** shall not use or trade, in whole or in part, any Content by any means, whether for payment or not, without authorization, bearing in mind that, if **You** do so, **You** may be held civilly and criminally liable for violation of the rights of the Vale Institute of Technology and/or of any third party who is the owner of the Content, as applicable.

**3.1.1.** The potential removal, blocking or suspension of any Content or functionality of Our Environments as a result of any complaint shall always be understood as a demonstration of good faith and intention of amicable solution of conflicts, never as recognition of guilt or of any infringement by the Vale Institute of Technology to the right of a third party.

**3.2. Your Data.** **You** are and shall remain the owner of all data, submitted and/or shared on Our Environments by **You** ("Your Data"), and shall be solely responsible for it.

**3.3.1.** Notwithstanding the foregoing, **You** hereby acknowledge and agree that we have no actual or constructive obligation to post any Content or Your Data and may remove such Content or Your Data with or without notice.

**3.3. No data mining.** It is forbidden to use data mining software in Our Environments, of any type or kind, as well as any other means not specified here that acts in an analogous way.

**3.4. Indemnity.** Should damage occur to the Vale Institute of Technology or to third parties, the person responsible undertakes to bear all obligations to indemnify the damaged party, including in relation to damages arising from acts practiced through his or her access to Our Environments, in addition to taking the passive role in a lawsuit or administrative procedure and requesting our exclusion, and must fully bear the related expenses and procedural costs.

**3.5. Storage.** We do not provide, and Our Environments are not a storage service, therefore, Vale Institute of Technology has no obligation to store, retain or provide to **You** or any third party any copy of Your Data or any Content.

**3.6. Algorithmic Intelligence.** The Vale Institute of Technology, in an impersonal and automatic manner, may apply statistical models and algorithmic intelligence to index, filter, and organize the Content or Your Data, generated or shared through Our Environments.

**3.6.1.** **You** hereby acknowledge that Vale Institute of Technology, except at its sole discretion, will not disclose or provide to **You** or any third party any systemic or algorithmic information related to Our Environments.

**3.7. Website Integrity.** **You** undertake not to access programming areas of Our Environments and their databases, source codes or any other set of data available in these environments, as well as not to perform or allow reverse engineering, nor translate, decompile, copy, modify, reproduce, rent, sublicense, publish, disclose, transmit, loan, distribute, or otherwise inappropriately dispose of the functionalities of Our Environments.

## 4. DISCLAIMER AND LIMITATIONS OF LIABILITY

**4.1. Availability of Our Environments.** We strive to maintain the continuous and permanent availability of Our Environments. However, some temporary unavailability may occur due to necessary maintenance or even generated by force majeure, such as natural disasters, failures in communication systems and internet access, invasive cyber-attacks, or any third-party facts that are beyond the scope of our surveillance and responsibility.

**4.1.1.** Should this occur, we will use our best efforts to restore access to Our Environments as soon as possible, within the technical limitations of our services and the services of third parties upon whom we depend on to get online. Therefore, **You** are hereby advised that **You** shall have no claim for compensation or damages should Our Environments be down for any reason whatsoever.

**4.1.2.** We will endeavor to inform **You** through our official channels, whenever possible, of any maintenance procedures that may result in the unavailability of Our Environments.

**4.2. Limitation of Liability.** Notwithstanding other conditions of these Terms, the Vale Institute of Technology shall not be liable:

- (i) For any problems, bugs, glitches, or malfunctions that occur on your devices and equipment;
- (ii) For any direct or indirect damage caused by third party events, such as, but not limited to, hacker attack, system, server, or internet connection failure, including through the actions of software that may in any way damage physical or logical assets as a result of access, use or browsing on Our Environments, as well as the transfer of data, files and texts contained on Our Environments;
- (iii) By browsing any external links made available on Our Environments, including those directed to public entities, and it is your duty to read the Terms and Conditions of Use and the Privacy Policy of the environment accessed and act as determined; and
- (iv) To verify, control, approve or guarantee the suitability or accuracy of the information or data available on such links, not being, therefore, responsible for losses, damages or injuries occurred by visiting such websites, being up to the interested party to verify the reliability of the information and data displayed there before taking any decision or performing any act.

## 5. OTHER PROVISIONS

**5.1. Customer Service Channels.** **You** can use the Service Channels made available by the Vale Institute of Technology to clarify any doubts, complaints, and suggestions, by contacting: [dpo@itv.org](mailto:dpo@itv.org).

**5.1.2.** **You** may also use the Customer Service Channels whenever **You** see or verify inappropriate content on Our Environments, whether notably illegal or contrary to the rules of use set forth in these Terms.

**5.2. Penalties.** The breach of any clause of these Terms may generate liability in the civil and criminal spheres, when applicable.

**5.2.1.** **You** hereby acknowledge and undertake, while using Our Environments, not to perform any actions that violate morality, ethics, and good faith, committing under no circumstances to disclose, encourage or assist the practice of illicit or fraudulent acts, and to fight them whenever **You** become aware of them under penalty of the provisions of clause 5.2 above.

**5.3. Updating the Terms.** These Terms are subject to constant improvement and refinement. Thus, we reserve the right to modify them at any time, according to their purpose or convenience,

such as for adequacy and legal compliance with a provision of law or rule having equivalent legal force, including those from regulatory bodies, meaning that **You** should check them every time **You** access Our Environments.

**5.3.1.** By browsing Our Environments and using their features, **You** acknowledge that all your browsing is governed by the Terms that are in force on the date of access. Therefore, it is recommended that **You** keep up to date with the current conditions.

**5.4. Novation and waiver.** Forbearance from any breach of these Terms shall not constitute a waiver or novation, nor shall it prevent us from enforcing these Terms at any time.

**5.5. Nullity.** If any provision of these Terms is held to be unenforceable or ineffective, the remainder will continue in effect as usual.

**5.6. Communication.** **You** hereby acknowledge that any communication made by e-mail or telephone (to the e-mail address and telephone/cell phone number provided in your registration) is valid, effective, and sufficient for the disclosure of any matter concerning Our Environments.

**5.7. Date and time.** Our Environments are based on the official time and date of Brasilia (UTC/GMT -03:00).

**5.8. Applicable law and jurisdiction.** These Terms will be interpreted according to the Brazilian law, in the Portuguese language, being the district court of Belém - Pará elected to settle any controversy involving this document, except for specific personal, territorial, or functional competence by the applicable laws.

## 6. GLOSSARY

**i. Customer Service Channels:** Means of contact made available by the Vale Institute of Technology, for forwarding doubts and suggestions related to Our Environments, as listed in topic 5.1. of these Terms.

**ii. You or User:** Individual or Legal entity that has access to Our Environments.

**iii. Access Account:** logged in area, utilized by the User, by means of his/her login and password. Each User has his or her own Access Account, linked to his or her CPF or CNPJ.

**iv. Layout:** an ensemble comprised of appearance, design, and flows of Our Environments.

**v. Link:** internet address terminology.

**vi. Login:** in computer terms, login or signin, is the process to access a restricted system done through authentication or identification of the user, using credentials previously registered in the system.