

XGrowth

Terms and Conditions

This service is operated by Growin, a limited liability company registered in Brazil with company name Growin Consultoria em Tecnologia LTDA and company number 31.147.783/0001-27. XGrowth is a private social platform that connects growth opportunities and bridges the gap between suppliers, clients and all participants of the pertaining eco-system.

1. Please read these terms and conditions (the Terms) carefully. By accessing and using our website and app and any content and features therein including our Services, you indicate your acceptance of these Terms, the Privacy Policy and any other notices, guidelines and rules published by us on our Services from time to time (each of which is incorporated into the Terms by this reference). The Privacy Policy can be accessed from links at the bottom of our webpages.
2. If you do not accept these Terms please do not access and/or use our Services.
3. Growin, XGrowth and associated companies, and references in this document to “us,” “our,” and “we” refer to XGrowth, Growin Consultoria em Tecnologia LTDA and <https://xgrowth.growinco.com/>.
4. We may update these Terms at any time. Please review the Terms regularly to ensure you are aware of any changes. Your continued access to and/or use of our Services after changes have been made to the Terms and you have agreed to them by checking/ticking the box indicates your agreement to be legally bound by the updated and/or amended Terms.

If you have any questions on these terms and conditions, please contact us at support@growinco.com

1. Website (site) use and your rights

The application (app) and website are owned and operated by Growin. All intellectual property rights, including copyright, in the content displayed on the website and application (“Content”) belong either to Growin, or the user, or respective user company. All rights are hereby reserved. When you access the site or app, you undertake: (i) that you are over 18 years of age, (ii) that you are using the site in your own name or company’s name and not on behalf of anyone else; (iii) that you will not allow any other person to use the site under your name, nor will you in using the site, pretend you are someone else, or seek to disguise your identity; and (iv) that you are only using the site and the Services for your company’s benefit and not for the purposes of providing services to others, (v) that you will comply with all relevant and applicable legislation including but not limited to anti-trust, data privacy, etc.

Subject to the undertakings you give in these Terms, we grant you a non-exclusive, non-transferrable right and license to use the site and any software on our server, which is enabled, by your use of the site, solely to access the site and Services.

2. Our Rights

Failure by you to comply with these Terms constitutes a material breach of these Terms and may result in us taking all or any of the following actions:

- 2.1 Immediate, temporary or permanent withdrawal of your right to use our site and app;
- 2.2 Issue of a warning to you;
- 2.3 Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach; and further applicable legal actions.

4. Content Usage

The website, application and the Content may only be used for commercial use and must not violate the intellectual property rights of any third party. In no circumstances content created by one party (e.g. supplier) can be presented to another party (e.g. supplier that is not the creator of the content).

For use on internal meetings and conferences at your company with co-workers and for that purposes alone, you may retrieve and display the Content on a computer screen. You may not print out and photocopy the content of xGrowth application and site. Except for use within your company, you agree not to download, copy, reproduce, modify, store, archive, show in public, redistribute or commercially exploit in any way any part of the Content without the prior written permission of Growin and all parties involved in that material. You agree not to use the Content of the app and website for any illegal or improper purpose, nor for any purpose, which might infringe the rights of others, or which might harass or cause inconvenience or distress to any person.

You also agree to abide by all copyright notices and restrictions attached to the Content and not to remove or alter any such notice or restriction or alter the Content in any way.

5. Reproduction of the website and application Content

The website and application is the copyright of Growin and the content is the copyright of each party that created the content. If you wish to re-publish, re-distribute or exploit the Content in any way you should address a request for permission to the party who generated the content using the contact function on the app or directly to your point of contact. If you want to re-publish or re-distribute or exploit the usability, features, screens of the platform you should contact support@growinco.com. Growin cannot guarantee that any such permission would be forthcoming or on what terms.

6. Using the site, the content and your obligation

When you register with us, you undertake that the details you provide us with are true, accurate and complete and that you will tell us promptly of any changes to these details. To ascertain how we process your personal data, please click on our privacy statement at the foot of the front page of the site.

- i. Part of the information you are required to provide to register with us is a password. This is generated by you. You are responsible for ensuring that any password (or any substitute password) you use to register or to access your account (after registration) is kept confidential, only used by you and is not used by or disclosed to others.
- ii. You are also responsible for: (i) all transactions or activities carried out using your account and password; and (ii) ensuring that when you access the account that the system you use to access the account is secure, is not left unattended unless you have fully exited the account and that your password is not retrievable from the system by others.
- iii. You are responsible for immediately notifying us if you know or suspect that your account or password might be known to a third party. If you fail to do so, you will be liable and fully responsible until you notify us.

7. Third Party Links

Third parties are permitted to link to stories within the XGrowth website, using the URL and quoting the headline and the source.

A third party must ensure that nothing on its own website suggests or could be understood to imply that any part of the website is part of its own website unless the third party has obtained the prior written approval of Growin.

Growin reserves the right to withdraw any permission without explanation or notice if in its sole judgment use of such links is excessive or inappropriate. Growin also reserves the right to change the location and nature of files within the website and application without explanation or notice; it is the responsibility of the third party to check and update links as necessary.

8. Trademarks and Intellectual Property

XGrowth is a registered trademark of Growin Consultoria em Tecnologia LTDA.

9. New Technology Submissions

User recognizes that Growin's client may already be independently working on the same or similar submission opportunity (you can choose type of content that will be shared with clients: Innovation, Renovation, Consumer Insights, New Technology) as covered by its submission. User submits information with the express acknowledgement that it imposes no confidentiality obligations on Growin's client unless a specific executed confidentiality, or like, agreement (but excluding general confidentiality clauses in an existing supply agreement) is expressly cited in the submission. User acknowledges that its submission does not breach any confidentiality obligations owed to others and does not violate rules on information exchange, disclosure of trade secrets and anti-trust rules

User agrees that no contractual obligation nor working relationship is created between User and Growin's client solely submitting this information.

Growin's clients shall have the option to accept any submission of the proposed submissions presented by you/your company for further evaluation, assessment and/or development.

If User chooses to share a "New Technology" submission then Growin's client will have the option of communicating a "NO GO" or "GO" decision to you/your company. A "NO GO" decision shall be presumed for any such submission after 60 days, of receipt by Growin, without an explicitly communicated "GO" decision. Expiration of the 60 day period (extension may be agreed upon by User and Growin's client), or an expressly communicated "NO GO" decision, for any such "New Technology" submission shall release you/your company from any further obligation to Growin's client.

In the event Growin's client communicates a "GO" submission, the parties may enter into a confidentiality agreement to continue discussions regarding the submission, a mutually acceptable written "Development Agreement", or any such similar agreement setting forth the terms and understanding of the intended development activities and/or confidential conversations between the parties.

10. Limited liability and disclaimer

XGrowth obtains the Content from a wide range of sources and it includes facts, views, opinions and information likely to be of interest to users of the website and application.

XGrowth does not endorse or accept any responsibility for any views, advice, recommendations, or opinions expressed on any website to which we link. You should note that any contact or arrangements made between you and any third party named on the website or any third party website linked from is at your own risk, and XGrowth accepts no liability.

The Content should only be used for your general awareness and use and not by way of specific recommendation or advice, as every individual's circumstances are different. Before taking any action or decision based in whole or in part on the Content, you should always make your own independent checks of any information that is important in making such decisions or taking such action. You should also seek professional advice in appropriate circumstances.

XGrowth does not give any warranties in respect of the Content or the website, freedom from viruses or other contamination or that the website is compatible with any computer systems, software and browsers. All implied warranties or duties are excluded save if and to the extent that they may not lawfully be excluded.

XGrowth shall not be liable for any claims, losses, injuries, penalties, damages, costs or expenses arising from the use of, or inability to use the website or Content or from any action taken, or omitted to be taken, as a result of using the website or Content, other than death or personal injury resulting from use of the website directly caused by the negligence of XGrowth.

11. Changes to the Terms and Conditions

XGrowth reserves the right to make changes to any part of the website and to add to or change these at any time. Any new features or tools that are added to the current website shall also be subject to the Terms of service.

You can review the most current version of the Terms of service at any time on this page. We reserve the right to update, change or replace any part of these Terms of service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

12. Severability

If any part of these Terms becomes illegal, invalid, unenforceable, or prohibited in any respect under any applicable law or regulation, such provision or part thereof will be deemed to not form part of the contract between us. The legality, validity or enforceability of the remainder of these Terms will remain in full force and effect.

13. Legal

By accessing the website you agree to accept that these Terms are governed by and construed in accordance with the laws of Brazil. You also accept the exclusive jurisdiction of the Brazilian Courts in relation to any dispute that may arise in connection with these Terms or your use of the website or arising in any way from the Content.

14. Company Information

Growin is a limited liability company registered in Brazil with company number 31.147.783/0001-27. The XGrowth website and application is the intellectual property of xGrowth and Growin Consultoria em Tecnologia LTDA.

Definitions/Interpretations

As used herein: Services means platform and its features and prospection services that can be triggered over the tool.

XGrowth

Privacy Policy

Last updated: 26th February 2019

XGrowth takes your privacy very seriously. This privacy policy is designed to assist you in understanding how we collect and use the personal information you provide to us and to assist you in making informed decisions when using our site and our services. XGrowth is a social platform that connects growth opportunities and bridges the gap between suppliers and clients. The content of <https://xgrowth.growinco.com/> are the service offerings of XGrowth, a limited liability company registered in Brazil with company name Growin Consultoria em Tecnologia EIRELI and company number 31.147.783/0001-27. XGrowth and associated companies, and references in this document to “us,” “our,” and “we” refer to XGrowth, Growin Consultoria em Tecnologia EIRELI and <https://xgrowth.growinco.com/>.

This Privacy Policy addresses all the requirements set out in the GDPR. The General Data Protection Regulation (EU) 2016/679 (“GDPR”) is a regulation in EU law on data protection and privacy for all individuals within the European Union (EU) and the European Economic Area (EEA). It also addresses the export of personal data outside the EU and EEA areas. The GDPR aims primarily to give control to citizens and residents over their personal data and to simplify the regulatory environment for international business by unifying the regulation within the EU. Please review this Privacy Policy before you use the Website or any of the services or features offered on or through the Site. By using the Website and its services and features, you agree to be bound by this Privacy Policy. If you do not agree to this Privacy Policy, please do not use the Site or its services and features.

1. Information Collected

We use data with the only purpose to provide better services to clients. Xgrowth collects information to provide better services to all our users — from figuring out simple tasks like which language you speak, to more complex things like your name, birthdate, gender, phone, e-mail, job title, etc. Our company provides services both through our website and app. We may also collect certain nonpersonally identifiable information from users of our progressive web app, such as their Internet protocol address, the type of browser and operating system they use, the domain name of your Internet service provider.

We collect this information in several ways, including the following:

- **Web Server Logs:** Information gathered through web server logs may include the date and time of visits, the pages viewed in the platform, time spent at this site, views and interactions with content, people with whom you communicate or share content
- **IP Addresses:** Our system may also collect your IP address, which is a numerical address that is used to identify a computer connected to the Internet. We may use your IP address to help diagnose problems with our server, to administer our site, to deliver web pages to you upon request, to tailor our platform to the interests of our users, and to measure traffic within our site.

Posts and details shared by suppliers and challenges quoted from clients are very confidential information and are secured on our servers. Such information will only be disclosed in your company environment.

2. Information from Minors

XGrowth does not knowingly collect information from children under the age of 18. Nor do we collect information from any individual under the age of 18. The services offered by XGrowth are only suitable for individuals over 18 years. If you believe that your child has registered on our site or that we have collected information from your child, please contact us immediately so that we can remove that information from our database.

3. Information You Share

When you communicate with us

When you consult with our customer service team, send us an email, or communicate with us in any way, you are choosing to share information with us. That information may include your name, physical address, email address, IP address, phone number, gender, location, or other demographic information. By giving us this information, you consent to this information being collected and used in your company environment, transferred to Brazil and stored by us as described in this Privacy Policy.

When you join our mailing lists

If you join one of our mailing lists, you choose to provide us with personal data such as your name and email address. We will always link to this Privacy Policy and explain how we would like to communicate with you. We only ever use your data to communicate with you in this way.

You can manage your preferences or unsubscribe at any time by following the links in emails we send you.

4. Information We Collect

Emails

If you join one of our mailing lists, we track how you interact with emails we send you. This helps us to understand what is important to you and improve the content we provide. We track whether you open our emails, which links you follow, and when you do so.

You can manage your preferences or unsubscribe at any time by following the links in emails we send you.

5. Information We Share

We don't share information with advertisers, competitors and / or your peers unless Growin is formally authorized by your company to do so. Growin might share non-identifiable information such as your email with external processing providers only with the intent to help us in services like mailing lists, website hosting and services that help us analyze how services are being used.

External Processing

We use third parties to provide services to us, such as:

- Managing mailing lists and delivering email.
- Hosting our websites.
- Helping us analyze the use of these services. E.g. Google Analytics

These companies process data on our behalf. We only provide these companies with the information needed to deliver the service, always anonymized/ encrypted information. Postings and challenges and any other information of interaction between clients and suppliers are never part of this information. We enter into written contracts to ensure that use of this data is consistent with this Privacy Policy.

Legal Disclosure, Safety and Security

We may preserve, use, or disclose your personal data if we believe it is reasonably necessary to:

- Comply with a law, regulation, legal process, or governmental request ○ Protect the safety of any person
- Protect the integrity of our platform, including to help prevent spam or abuse ○ Address fraud, security, or technical issues
- Protect our rights or property or the rights or property of those who use our services

6. Managing Your Data

Understanding your rights

It is important that you understand your legal rights around your personal data and how we may use it. If you would like to discuss or exercise any of these rights, please contact our Data Controller at support@growinco.com

Right to be informed

This Privacy Policy aims to inform you about how we process your personal data. You might also see specific messages when we collect personal data from you that explain why we ask for it.

Right of access

You have the right to access a copy of your personal data and receive certain information about what the data is and how and why we are processing it. We will ask you to prove your identity before we can disclose any information.

Right to rectification

You have the right to request a correction to your data if you believe that any information we hold is incorrect.

Right to erasure

You have the right to request that we delete your data.

There are some circumstances where we may need to keep your details, for example, if we are legally obliged to do so. If this is the case, we will explain and discuss these circumstances with you.

Right to restrict processing

You can request that we restrict processing of your data, as an alternative to deleting it – this means that we will keep the data but stop processing for most purposes. You may want to exercise this right if you feel that the data is inaccurate, that our processing of it is unlawful, whilst we progress a request from you to object to processing, or if we have no further need of the data, but you require us to keep it in relation to the establishment, exercise or defence of a legal claim.

Right to data portability

You have the right to request a copy of your data, in readable form, and have us transfer it to another organization. There are some circumstances where these rights may not apply, but where this is the case we will always explain this to you.

Right to object

You have the right to object to the processing of your data.

Rights related to automated decision making

You have the right to avoid being subject to decisions based solely on automated processing (including profiling) which has a significant effect on you. We do not carry out any such processing.

7. Data Retention

We keep records of your communications with us for six years in case we have to refer to a conversation or enquiry. This could be because it relates to our legitimate business interests, you are still in communication with us, or for legal reasons.

We keep your contact information on any mailing lists you chose to join unless you tell us otherwise. If you haven't opened one of our emails for some time, we may contact you to ask if you still want to hear from us. If you unsubscribe from a mailing list, we retain some basic information to ensure we don't contact you again in the future.

8. Third-Party Websites and Links

XGrowth may link to websites, products and services operated by third parties. XGrowth is not responsible for and does not endorse or accept any responsibility for the availability, contents, products, services or use of any Third Party Website, any website accessed from a Third Party Site, or any changes or updates to such sites.

These linked websites are only for your convenience and therefore you access them at your own risk. You acknowledge that you bear all risks associated with access to and use of content provided on a Third Party Site and agree that XGrowth and associated companies are not responsible for any loss or damage of any sort you may incur from dealing with a third party. You should contact the website administrator for the applicable Third Party Site if you have any concerns regarding such links or the content located on any such Third Party Site.

9. Changes To This Privacy Policy

We may change this Privacy Policy from time to time. If we make a material change to this policy, we will publicize these changes on our website.

10. Contacting Us

If you have any questions about this Privacy Policy, please contact us by sending e-mail to support@growinco.com. Please note that information you submit through e-mail may not be secure; so please do not include sensitive information in your messages to us.