



## GENERAL TERMS AND CONDITIONS OF USE

**Tomorrow Anew** ("Anew") is a platform created to propose collective reflections given the current Covid-19 crisis and to enable voluntary financial contributions ("Donations") to national and international non-profit institutions ("Institutions") engaged in helping people most affected by the pandemic. Through the websites [www.amanhadenovo.org.br](http://www.amanhadenovo.org.br), [www.tomorrowanew.org](http://www.tomorrowanew.org) and [www.tomorrowanew.com](http://www.tomorrowanew.com) ("Platforms") any interested natural or legal person ("User") can participate by responding in written format to the question "What will be different tomorrow?" ("Responses") and /or by making donations to Institutions that actively respond to the Covid-19 crisis.

By using the Platforms, the User declares and guarantees, for all legal purposes and effects, that he has read, understood and accepted, without restrictions, all the provisions contained in these General Terms and Conditions of Use ("Terms of Use"):

### Registration Information and Platform Operation

Navigation and usage of the Platform are free. By submitting Responses and/or Donations the User expressly accepts these Terms of Use and must fill in a form with his name, surname, e-mail address, country, occupation. Anew guarantees the confidentiality of this personal data if the User expressly chooses this option, in the pertinent field, when submitting a Response.

The User must provide true, accurate and updated data. Anew is exempt from any responsibility over the veracity of the information presented.

If the User wishes to be identified by his Responses, the User agrees to have his name, surname, country, and occupation disclosed on the Platforms or in any means by which each of his Responses may eventually be disclosed.

The User agrees to have their contact information stored by Anew in order to allow any request for clarification regarding Responses they have sent to the Platforms or to receive information about the Platforms or Donations.

Anew does not store information about navigation or usage of the Platforms and is not responsible for any damages that the User may suffer, due to the disclosure of the User's or third parties' personal data in materials published in the Responses.

Anew will use the registration information provided by the User only to carry out the activities expressly permitted by law and these Terms of Use. Anew reserves the right to modify, replace or revoke, at any time, any of the provisions of these Terms of Use. It is the User's responsibility to verify the Terms of Use periodically, and the usage of the Platform after such changes have been effected constitutes acceptance of these changes by the User.



## Use of the Platform

Responses submitted by Users through the Platform will be collected by Anew and may be selected for inclusion in an editorial project (book, magazine, article or any publication format, etc.) that may be carried out by Anew on the proposed reflection, in printed or digital format (“Publication”). The Responses received on the platform will be selected at Anew’s sole discretion. The selection will not be based on any User’s political or ideological position on the subject, and the result of the selection should not be interpreted as Anew’s opinion, nor as its agreement with the content of the statements.

Responses that are unrelated to the proposed topic, and where content is considered inappropriate and/or violates these Terms of Use, the law or any third-party rights will not be allowed or published. Anew reserves the right to verify, reject or remove Responses posted on its Platforms that violates the intellectual property rights of third parties at any time.

The User is solely responsible for the Responses sent through the Platform and assumes all risks related to them, being responsible for damages caused to Anew and third parties. Anew is not responsible for the content or use of the Responses published by Users on other sites or media without their prior and express authorization.

Anew acts exclusively as a promoter of the Institutions to Users and does not charge or retain any amounts referring to Donations made. Donations take place by redirecting the User from the Platforms to the website of the Institution which they wish to make a financial contribution to and the operation takes place directly between the User and the Institution and necessarily outside the Platforms’ environment.

The conditions for the processing of Donations, such as payment methods, will be established by each of the Institutions, who will directly receive the resources from the Users and direct them to the communities and people affected by the pandemic, according to the Institutions’ own rules and criteria.

Anew does not retain or receive any amounts from the Donations. The Institutions, however, may add to the Users’ Donations their transaction costs. It is the Users’ responsibility to check such transaction costs directly at the Institutions website.

Donations made by Users using the Platforms will not be refundable, even if the Response submitted to the Platforms is rejected or deleted in accordance with these Terms of Use.

The User declares that they have the legal capacity to make the Donations and is aware that the financial transactions resulting from them may subject them to legal obligations under their exclusive responsibility.

## Copyright and Property Rights on Responses

The User declares that the content of each of the Responses they send to the Platform is their exclusive creation or that they have the rights to use the content, if it is not their exclusive authorship, and that the publication and dissemination of such content does not constitute infringement of copyrights, personality rights, including honor, intimacy, privacy and image, property rights and any other third-party rights.



When submitting Responses through the Platform, the User grants Anew a global license, free of charge, irrevocable, irreversible, royalty-free, and sub-licensable for the use of the content sent by Users to copy, reproduce, publish, transmit, display, distribute, translate into any language, and use them in any works, including, but not limited to, books in printed and digital format, with no limit of time and territory.

The audiovisual works, images, drawings, schemes, projects, videos or any type of manifestation, artistic or not, that the User sends to Anew, by any means and in any form, will be fully subject to these Terms of Use, especially regarding the prohibitions provided for in the following section and the assignment of copyright and property rights provided for in this section.

### **Additional Provisions**

The User undertakes not to use the Platform for the publication and/or dissemination of (i) abusive content, such as discriminatory, obscene, offensive, threatening, abusive, vexing, harmful texts, that contain expressions of hatred, insults or religious, racial, political or cultural threats, or that encourages moral and property damage, or that may violate any third party right, notably human rights; (ii) defamatory and slanderous or malicious information or information that violates third-party' honor, personal and family intimacy or to the image of people (including legal entities, entities and organizations and the like); (iii) content that violates or infringes intellectual property rights, transmitting content that does not belong to the User or that they are not entitled to use; (iv) material that encourages violence and crime; or (v) that violates any of these Terms and Conditions of Use, applicable laws, rules, principles and regulations.

The User declares and warrants that they have obtained all rights, licenses, consents, permissions, or authorizations necessary to grant the licenses provided for in these Terms of Use for any content sent, posted or displayed on the Platform.

The User acknowledges that the property rights on the Response and content sent by the User will be the exclusive property of Anew and that they will not be entitled to any type of payment for the production and consequent publication of any works. When submitting their text or artistic works in any medium, images of any kind or videos to the Platform, the User expressly authorizes their use in the Publication.

The User declares that the role of Anew is limited to making the Institutions known to the User in order to collect Donations, and that Anew has made the necessary efforts to ensure that the Institutions present on the Platform are of unimpaired reputation and that they are actively engaged in combating the crisis arising from the Covid-19 pandemic.

The User acknowledges that Anew has no responsibility for making the Institutions known to the User, even if any of the Institutions advertised on the Platform are misusing the Donations, or are actively involved in activities incompatible with their institutional role, values and principles. Anew is committed to removing from the Platform any Institution involved in the activities described above, after due verification of the facts.



## General Provisions

Validity. These Terms of Use are in full force and effect and will be valid for an indefinite period. The termination of these Terms by any of the Parties does not impact the Donation and does not make it refundable, in whole or in part, nor does it revoke the copyright license and assignment of property rights made by User by using the Platforms.

Obligations. No party is, under any circumstances, jointly or severally liable for obligations contracted by the other party.

Communication. The User expressly accepts that he may receive e-mail messages regarding specific communications about their Responses and/or Donations.

Independence. If any provision of these Terms of Use is considered null or not applicable, such nullity or unenforceability will not affect any other provisions contained herein, which will remain in full force and effect.

Waiver. Failure to exercise any rights or the agreement with any non-compliance or incomplete compliance with any terms or conditions under these Terms of Use will not constitute a waiver of any rights under these Terms of Use nor prevent such Party from enforcing or exercising any of these rights at any time.

Applicable legislation. These Terms and Conditions of Use are governed by the laws of the Federative Republic of Brazil.

Jurisdiction. The Parties elect the Courts of the city of São Paulo, SP, Brazil, specifically waiving the right to any other forum, no matter how privileged it may be, as solely competent to resolve any disputes arising from these Terms and Conditions of Use.