



LinkApi

Embeddable integration platform

Privacy Policy

1. Confidentiality and Data Protection

1.1. Confidentiality

- a) Each party agrees to maintain and treat as confidential and not disclose to any third party any Confidential Information related to the System and the services, user data, industry secrets and others, or use such information for any purpose other than that provided for in this contract.
- b) The parties and their legal representatives, directors, employees, agents and consultants, including lawyers, auditors and financial advisors, are subject to the duty of confidentiality set provided in this Agreement.
- c) Notwithstanding the provisions of this Agreement, the Confidential Information may be disclosed in the following cases: (i) applicable legal requirement, (ii) order or judicial decision or in administrative or arbitral proceedings, or (iii) request of any authority or Brazilian regulatory body. In any of the situations provided for in this clause, the Party that has to disclose the Confidential Information will do so only to the extent required by such administrative, arbitral or judicial order, and previously guided by the opinion of its legal advisors, committing to take all measures reasonably necessary to preserve the confidentiality of the Confidential Information, including obtaining a protective measure or other provision that may ensure confidential treatment of the Confidential Information.
- d) The parties acknowledge that any breach of the confidentiality obligations of this Agreement may cause damage to the other party in value not promptly measurable. Accordingly, the parties agree, without prejudice to other rights or appropriate measures, that the infringing party must repair the revealing part of the damages actually suffered by this.
- e) The obligation of confidentiality provided here shall remain in force for as long as the confidential nature of the information received remains.

1.2. Data Protection

Without limiting the foregoing, LINKAPI undertakes to maintain adequate administrative, physical and technical defenses to protect the security, confidentiality and integrity of the CONTRACTOR's data. LINKAPI undertakes to do not (i) change the data of the CONTRACTING PARTY; (ii) disclose the data of the CONTRACTOR, except as required by law, or if the CONTRACTING PARTY expressly allows in writing; (iii) access to the data of the CONTRACTOR except to provide the Services, support or to solve technical or services problems, or at the request of the CONTRACTOR in relation to the aspects of customer support.