

Terms of Use: WhatsApp Nations

These Terms of Use ("Terms") govern your access to and use of the Communication Channel via the WhatsApp application with School of the Nations, an educational institution registered under CNPJ No. 00.580.852/0001-03, with headquarters located at Quadra SHIS QI 21 Área Especial S/N – Setor de Habitações Individuais Sul, Brasília – DF, ZIP Code 71.655-600.

School of the Nations developed and implemented the use of this communication technology through WhatsApp to better serve its growing community.

By initiating contact through this channel, users may: request institutional information, obtain details about enrollment and the family referral policy, get answers to their questions, and schedule visits.

Furthermore, parents and/or legal guardians of enrolled students will be granted access to administrative services (the School Records Office), financial services (such as requesting second copies of invoices and accessing financial information), and communication with the infirmary, After School Program, Section Secretaries, as well as be able to submit requests and authorizations for early student dismissal.

1. What are the School of the Nations' responsibilities regarding personal data?

- **1.1.** School of the Nations is committed to complying with all applicable legislation concerning the proper use of personal data, as well as ensuring all legal rights and guarantees of its users.
- **1.2.** The School may, in response to court orders, share necessary information for investigations or take action related to unlawful activities, suspected fraud, or potential threats to individuals, property, or systems that support the service, or otherwise as required by law. In such cases, School of the Nations will notify users, unless the proceeding is subject to judicial secrecy.

2. For what purposes is personal data processed?

- 2.1. To access information, request and/or submit documents, authorize and/or register a student's early dismissal, or contact the Finance Department, Infirmary, After School Program, Section Secretaries, or Nutrition team—<u>linked to a specific student</u>—the user must provide their personal data (full name, Individual Taxpayer Identification Number (CPF), and contact information) for identification purposes.
- **2.2.** The table below outlines the person whose data is processed, the personal data collected, and the purposes for which the data is processed.

2.2.1.

PERSON WHOSE DATA	PERSONAL DATA COLLECTED	PURPOSE
IS PROCESSED		



User (Mother/Father/Legal Guardian of student)	Full name	Preliminary identification for subsequent linkage to the student
	Individual Taxpayer Identification Number (CPF)	
	Phone number	
Authorized Individual – Dismissal Authorization	Full name	Identification of an individual authorized to pick up the student from school
	Individual Taxpayer Identification Number (CPF)	
	National ID Card (RG)	
	Phone number	

2.3. Occasionally, data not covered in these Terms may be collected through the user's voluntary submission of documents. In such cases, the user will be responsible for the submission and for indicating its specific purpose.

3. How and for how long is personal data stored?

- **3.1.** Personal data collected through WhatsApp communication with School of the Nations will be stored and processed in Brazil for the duration necessary to provide the service or fulfill the purposes listed in these Terms, taking into account users' rights.
- **3.2.** For "Authorization and Registration for Early Dismissal," the data retention period will be defined according to the purpose or until the user requests its deletion.
- **3.3.** In the legally permitted circumstances set out in Article 16 of the Brazilian General Data Protection Law (LGPD)—such as to comply with legal, judicial, or administrative obligations or for the exercise of legal defense in proceedings—data will be retained accordingly.
- **3.4.** User data may be stored beyond the end of its processing in the following cases:
 - **3.4.1.** To fulfill legal or regulatory obligations;
 - **3.4.2.** For studies conducted by research institutions, with anonymization where possible;
 - **3.4.3.** For transfer to third parties, provided that data processing requirements are observed;
 - **3.4.4.** For the controller's exclusive use, with the data anonymized and with the prohibition of access by third parties.

4. Data Security

4.1. The manner in which School of the Nations processes data through contact via the WhatsApp application reflects its commitment to the security and protection of personal data, ensuring the right to privacy. Appropriate technical safeguards and protection measures are employed to preserve the confidentiality, integrity, and inviolability of personal information. To ensure such protection, the School uses



physical, electronic, and administrative tools specifically designed to ensure data security and privacy.

- **4.2.** The implementation of these tools takes into account the nature of the data being processed, the context and purpose of the processing, and the risks that any potential breaches would pose to the rights and freedoms of the person whose data is processed.
- **4.3.** School of the Nations is committed to adopting best practices to prevent data security incidents.
- **4.4.** In the event of a data breach that may result in significant risk or harm to users, the Data Protection Officer will notify affected users and the National Data Protection Authority (ANPD), in accordance with the LGPD.

5. User Rights (Person whose data is processed)

- **5.1.** School of the Nations guarantees its users the rights established under **Article 18 of the LGPD.** Accordingly, users may, free of charge and at any time:
 - **5.1.1. Object to the processing of their personal data.** In such cases, users will still have access to services and information that do not require data processing;
 - **5.1.2. Confirm the existence of data processing**, either in a simplified form or in a complete, clear format;
 - 5.1.3. Access their personal data;
 - 5.1.4. Request that their personal data be corrected, updated, or rectified;
 - **5.1.5. Request restriction** of processing through anonymization, blocking, or deletion if the data is unnecessary, excessive, or processed unlawfully;
 - **5.1.6. Revoke their consent** and withdraw authorization to process their data.

6. How to Exercise Your Rights

- **6.1.** To exercise your rights as a user (person whose data is processed), you may contact the Data Protection Officer identified below:
- 6.2. Tamara Luiza Marques de Souza, email: dpo@edn.org.br

7. Amendments to These Terms

- **7.1.** This version of the Terms of Use was last updated on March 20, 2025.
- **7.2.** School of the Nations reserves the right to amend these Terms at any time, particularly to reflect improvements in the WhatsApp communication service, including the addition or removal of services.
- **7.3.** Any updates to the Terms of Use or Privacy Notice shall take effect upon publication in the WhatsApp channel and shall be fully observed by users.
- **7.4.** In cases where changes affect the purpose, method, or duration of data processing, or involve a change of data controller or shared use of data, users will be informed and may revoke their consent if they disagree with the changes.

8. Disclaimer of Liability

- 8.1. School of the Nations is **not** liable for:
 - **8.1.1.** Any consequences arising from the users' negligence or carelessness regarding their personal data. School of the Nations is responsible solely for the security of data processing procedures and for fulfilling the purposes



described in this Privacy Notice. It is further emphasized that the responsibility for maintaining the confidentiality of identifying information lies with the user.

- **8.1.2.** Malicious actions by third parties, such as cyberattacks, except in cases where culpable conduct by the School of the Nations is proven.
- **8.1.3.** The installation of malicious code (viruses, trojans, malware, worms, bots, backdoors, spyware, rootkits, or any others that may be created) on the user's or third parties' devices as a result of WhatsApp communication with the educational institution.
- **8.1.4.** The inaccuracy of information entered by the user in the records required for using the WhatsApp communication services with School of the Nations, as well as any consequences arising from false or fraudulently provided information. Data provided by the user is the sole responsibility of the user.
- **8.1.5.** Damages caused by the exclusive fault of third parties, such as in the case of hacking or cracking attacks, or by the exclusive fault of the user, such as when they themselves disclose their data to third parties.

9. User Responsibilities

- **9.1.** The user may not use personal data belonging to third parties to identify themselves.
- **9.2.** The user agrees to provide only their own personal data for prior identification purposes (full name and CPF/identification document number).
- **9.3.** The user is responsible for the accuracy and clarity of the data provided and acknowledges that any inaccuracy may result in the inability to use the WhatsApp communication service with School of the Nations.
- 9.4. To designate an individual authorized to pick up the student (on a temporary or permanent basis) or to submit a request for early dismissal of a student, the user agrees to provide only the personal data of individuals who have authorized such data to be shared with School of the Nations (full name, CPF, RG, phone number, and relationship e.g., "driver, transportation provider, or relative").
- **9.5.** The user is responsible for any personal data of third parties shared with School of the Nations and will be held liable for any improper sharing—i.e., without the prior authorization of the person whose data is processed.
- **9.6.** The user shall be liable for any and all damages, whether direct or indirect (including those resulting from the violation of the rights of other users or third parties, such as intellectual property rights, confidentiality rights, or personality rights), caused to School of the Nations, to any other user, or to any third party, including those resulting from a breach of these Terms of Use or from any act performed through their access to the service.