PRIVACY POLICY

1. General Data Collection

The priority of the Pluga Platform is to ensure the privacy and security of the information of registered users (“User”).

Therefore, this Privacy Policy has as its main objective to define the policies adopted by the Pluga Platform regarding the collection, use and disclosure of personal information. By using the Pluga Platform and accepting this Privacy Policy at the time of registration, the user acknowledges and accepts the adoption of the practices, as described in this Instrument, as provided for in Brazilian law, mainly the Internet Civil Framework (“Marco Civil da Internet”) and the Law of Protection of Personal Data (“Lei de Proteção de Dados Pessoais”).

The Pluga Platform reserves the right to modify this Privacy Policy at any time, to meet legal and / or technology requirements. All changes will be notified through our official vehicles of communication with the User with the effective date, and the User, by remaining in the system, demonstrates that they agree with the changes made.

2. Register

The purpose of the Pluga Platform, by allowing the User to voluntarily place their information, is to facilitate their navigation and the use of their tools, and, when already integrated with the systems of digital payment methods, the carrying out of commercial transactions, according to commands entered by the Users themselves. Therefore, the User's proactivity in entering their data means that they want to benefit from the tools of the Pluga Platform and agree to the privacy terms, including its sharing with third parties, affiliates and / or partners of the Pluga Platform and, among these, digital payment systems for the correct provision of services. When selecting suppliers and partners, the Pluga Platform takes into account the respective data processing processes and the concern to maintain proper security to prevent undue sharing.

To become a User, the first step is registration, where the name of the representative (or authorized to hire), company name, contact phone, e-mail, password and complementary data, such as "Web tools employed" are required. Complementary data are a source of information for the Pluga Platform, which facilitates the recommendation of automations and functionalities more appropriate to the User's reality. If the User need more advanced resources, they can sign a paid plan, in this case, data for payments also become mandatory (full corporate name, CNPJ, in the case of a legal entity, and full name and / CPF, in the case of an individual, for example).

In the event that the User enters personal data from third parties, for the correct provision of the services of the Pluga Platform, the User is solely and exclusively responsible for ensuring that this third party has authorized the insertion of their data, exempting the Pluga Platform from any indemnity, in any way, in virtue of this data processing of the third party, even if the third party is not the Pluga Platform User.

Some information may / should be placed either during registration, or at a later time in the User's preference to change their personal and / or company profile, and / or even to
require access to certain tools. Among the possibilities for additional information, it is
worth emphasizing that the User's personal data will never be displayed to other Users
and the User will only have full access to the Pluga Platform through login and
password. It should also be noted that the login and password that give access to the
User registration are for personal and non-transferable use, which is why the Pluga
Platform is not responsible for any unauthorized manipulation of this information by
third parties and, therefore, the User must take all necessary measures to keep said
information confidential.

The User has the right to access, modify, correct and delete data about them regarding
their decision to become a User. If the User revokes their consent and authorization to
use their data on the Pluga Platform, all their data will be removed from future
consultations, but some information will remain on file for the sole and exclusive
purpose of allowing Pluga Platform to meet the legal requirements of the “Marco Civil
da Internet” and their legitimate interest, in the forms permitted by law.

For more important changes, the Pluga Platform makes use of password encryption and
confirmation protocols via email.

The User undertakes to notify the Pluga Platform immediately, through the “HELP
regarding any unauthorized use of their account, as well as unauthorized access by third
parties. The User will be solely responsible for the operations carried out on their
account, since access to it will only be possible through the apposition of the password,
whose knowledge pertains exclusively to the User.

3. Personal information collected by the Pluga Platform

The Pluga Platform uses the features of "cookies" and "web beacons" (data
automatically downloaded to the User's computer that demonstrate their activities on the
internet, demographic data, traffic flow and User behavior) to allow its correct
identification, in addition to improving the quality of the information offered on its
portal for the Users themselves. The regular use of cookies and web beacons is an
acceptable practice in the industry, as it allows the storage of important information,
such as, for example, the User accesses on the Pluga Platform, so that afterwards no
repeated or outdated content is presented, and aims to improve the experience of using
the Pluga Platform by the User. If the User is not willing to receive cookies, or if
they want prior notification before use, they must program, at their discretion, their Web
browser with these options, if their browser has the resource.

In addition to the personal information provided, the Pluga Platform has the
technological capacity to collect other technical information, such as the User's Internet
protocol address, the computer's operating system, the type of browser and the address
of reference websites.

As previously determined, the Pluga Platform shall not provide User information to
third parties without prior authorization, except in cases where it is necessary to respond
to judicial requests from governmental entities, only within the limits of the “Marco
Civil da Internet” and the “Lei de Proteção de Dados Pessoais”, for the purpose of
protecting the rights, properties and / or security of Plataforma Pluga, its Users and / or the public in general (third parties, as required by law).

The Pluga Platform shall, at its discretion, examine the information stored in its databases for the purpose of identifying Users with multiple identities or pseudonyms for legal and / or security purposes, to settle any disputes, solve problems, and ensure that Users are not using the Pluga Platform for illicit purposes, under the terms and conditions of this Privacy Policy. In another case, if the Pluga Platform is required by law, court order or other legal process, to disclose any personal information of the User, it will not hesitate to cooperate with these agents, within the limits provided for in the “Marco Civil da Internet” and the “Lei de Proteção de Dados Pessoais”. Thus, through this instrument, the User authorizes the Pluga Platform to disclose this personal information to serve only the purposes indicated above.

The Pluga Platform also declares, for due purposes, that it shall use its best efforts to guarantee the protection of Users’ privacy and maintain the respective accuracy, with security systems that guarantee the total protection of this data, with reasonable physical, administrative and technical safeguards to protect the User's personal information regarding unauthorized access, use or disclosure. The Pluga Platform has a policy of not participating in the practice of selling or exchanging personal data with third parties for promotional purposes and also requires that its suppliers protect such information from unauthorized access, use or disclosure.

4. Permission for the Pluga Platform to process information about the User

The information provided by the User and recorded due to the use of the system and which does not make them personally identifiable (such as the navigation pattern, for example), the so-called anonymous data, will be used by the Pluga Platform and will serve as inputs for mapping market information, formation of statistics and direction of marketing actions. By registering, using and providing information to the Pluga Platform, the User deliberately accepts the Terms of Use and conditions of the Privacy Policy regarding the use of their anonymized information.

The information provided by the User that makes them personally identifiable, as indicated in item 2 above, has the sole purpose of allowing the Pluga Platform Users relate to the tools available there and / or to the other Users, in order to attend, only and exclusively, the commands performed by them.

In addition, the information provided is used to: (i) manage the Users account in order to increasingly customize the services; (ii) process the commands requested by the Users directly on the Pluga Platform, such as the tools requested at the time of registration or later and / or the charging of the amounts on the credit cards, when expressly informed by the Users; (iii) communicate updates to the Pluga Platform; (iv) communicate news and marketing actions from Plataforma Pluga or partners; and / or (v) when required by the authorities, within the limits of the “Marco Civil da Internet” and the “Lei de Proteção de Dados Pessoais”, respond to requests for investigation by these bodies.

In this sense, to close their account on the Pluga Platform, update or correct their data, or to unsubscribe from messages received, this right being guaranteed to the User
according to the law, they can access the “unsubscribe” link at the end of the e-mails, the settings panel directly on the Pluga Platform or upon request to the site administrators by email cancelamento@pluga.co.

Therefore, when it is indicated that the Pluga Platform uses the User's personal information in the context of an order, command, transaction or agreement (or to prepare them), or to provide the User with services requested by the User (such as access to the Pluga Platform), this information is required because it is necessary for the correct provision of services to the User.

When it is indicated that the Pluga Platform uses the User's personal information for the purposes of marketing, improvement or development of its products and/or services, for security reasons, or for regulatory requirements outside the scope of the User's agreement or request, this usage is made based on the legitimate interests of Pluga Platform or third parties or with the authorization of the User.

5. User obligations

It is the User's duty to comply with the current Terms of Use, as published by the Pluga Platform on its website, and with this Privacy Policy, which includes respecting the intellectual property of third parties.

The User must not download, upload or otherwise disseminate material or information of a violent, offensive, racist or xenophobic nature or any kind that violates the spirit and objectives of the Pluga Platform and its User community.

The User must not provide the Pluga Platform and/or any other User with information that they believe is harmful to their person, professionally or socially. Thus, when posting comments in public places on the Pluga Platform or in any communication channel of the same, the User must take into account that this information will be viewed by other Users and the public in general.

6. Underage Users

Information pertaining to underage users may not be submitted to the Pluga Platform by persons under the age of 18, without the prior consent of parents or guardians. It is strictly forbidden for minors to browse and make use of the various tools of the Pluga Platform, without the aforementioned consent.

If information pertaining to underage users is submitted to the Pluga Platform, we ask that the User present the specific consent, given by at least one of the parents or legal guardians, on behalf of the minor. Upon acceptance of the terms provided for in this Privacy Policy, upon registration, it will be tacitly understood that this consent was given by the parents or guardians and that the information entered in the register, together with the information of minors, was also provided by these parents or guardians, the content accessed by minors being their sole responsibility.

7. Data Retention and Export Period
The Pluga Platform allows the User to export their automation data (incoming and outgoing logs, for example), and / or unsubscribing from commercial and marketing emails, at any time, through simple access to the control panel within the Pluga Platform.

Likewise, the User may, at any time, with a simple access to the control panel of the Pluga Platform, request the deletion of data from their account (registered email, password and company data), automation data (logs of inputs and outputs, for example) and connected accounts (the tokens used, for example). However, when canceling their registration, the User will no longer be able to access their history on the Pluga Platform, nor export their data. This must be done before the User requests the exclusion from the Pluga Platform. Therefore, after the exclusion request, the Pluga Platform will no longer have access to the availability of the User data, and the User is aware that, under the legislation in force, the User has an obligation to keep a physical backup of these files for the periods required in independent of the services and / or products provided by the Pluga Platform.

Concomitantly, the Pluga Platform has its own routine for deleting data retained for more than six months (input and output logs, for example). The Pluga Platform will not retain personal information any longer than is necessary to fulfill the purpose for which it was processed, including the security of processing in compliance with legal and regulatory obligations (for example, auditing, accounting and terms statutory retention), litigation regarding processing, as well as for the establishment, exercise or defense of its legitimate interest.

Nevertheless, the Pluga Platform reserves the right to archive certain data, always anonymized, for statistical analysis, for example, the growth rate of using a tool integrated with the Pluga platform.

8. User Communication Channel

If the User has any questions about this Privacy Policy or suggestion about the Pluga Platform, they can send an email to suporte@pluga.co.

Their message will be forwarded to the company responsible for handling User information, in light of the Personal Data Protection Law, which, for all purposes and effects, is Pluga Tecnologia S.A.

9. Right to Complain

If the User considers that the processing of their personal information, by the Pluga Platform, does not comply with the applicable data protection laws, they have the right to submit a complaint: (i) directly through the Pluga Platform, by sending an email to suporte@pluga.co; and / or (ii) with the competent data protection authorities.