

Terms and Conditions

HUG AMAZÔNIA®

Introduction

HUG AMAZONIA® (herein after “HUG AMAZONIA” or “we”) is a platform destined to the preservation of the Amazonian flora through a service of mapping, technical monitoring with report issuance and photographs, including surveillance and protection of existing trees located in private properties situated in risk areas in the Rain Forrest. This service is provided with the property’s owner authorization.

HUG AMAZONIA is not the owner of the environmental areas to be preserved. It solely provides forest services for the purpose of preservation of the Amazonian flora by the terms of the contract previously engaged with the private property owner.

By hugging a tree, you (herein after the “client” or the “user”) help preserve the chosen tree, for the period stipulated in your contract, through the services provided by HUG AMAZONIA that aims the preservation of the area where “your” tree is located.

HUG AMAZONIA’S mission is the preservation of the Brazilian Amazon.

The services provided by HUG AMAZONIA are supplied by the private legal entity registered as HUG AMAZONIA SERVICOS FLORESTAIS LTDA, with registration number (CNPJ) 31.480.107/0001-08.

See below HUG AMAZONIA’S website contact information:

Contact HUG AMAZONIA’S management admin@hugamazon.com

Contact HUG AMAZONIAS customer support support@hugamazon.com

1. Applicability of the Contract’s Terms and Conditions:

- 1.1. All HUG AMAZONIA’S service requests made on the website www.hugamazon.com are bound by these Terms and excludes any other conditions. By requesting our services, you confirm that you read, understood and accepted, without restrictions these Terms and Conditions.

- 1.2. By using the website above, you accept and agree to the Terms of Use and the Internet Privacy Policy. HUG AMAZONIA recommends that you read carefully these documents before contracting the services on our website.
- 1.3. HUG AMAZONIA reserves the right to, at any time, modify these Terms and Conditions by uploading the updated version and its date on our website. By contracting our services on the website after the upload of the updated version of the Terms and Conditions, you agree to be bound by the version in force.
- 1.4. Since HUG AMAZONIA is located and established in Brazil, the Terms and Conditions and Privacy Policy are ruled by the Brazilian law in force.

2. Sign up

- 2.1. By signing up on our website, the user must make sure that all the mandatory personal information given are correct, complete and true.
- 2.2. In the case of discrepancy on the information given upon registration, HUG AMAZONIA is authorized to proceed and correct the information by informing and/or requesting such information to the client.
- 2.3. HUG AMAZONIA is not responsible for any issues that may occur due to wrongful personal information provided by the client upon registration or due to the absence of update of such information.
- 2.4. We recommend the user keeps his personal information updated on our website, informing us of any alteration that may occur.
- 2.5. The registration on this website can be done, regardless of the country of domicile, by any person older than 18 (eighteen) years old, as well as legal entities.
- 2.6. HUG AMAZONIA reserves the right to inactivate any account where fraud has been detected, such as but not limited to, wrongful use of vouchers, wrongful use of credit cards without the knowledge of the credit card holder and any similar practice. In this case, we will contact the client via the email registered in the user's account.

3. Password

- 3.1. By registering to this website, we will ask the user to create a password. This password is confidential and shall not be given or shared with third parties.
- 3.2. The user is solely responsible for the use of his password and any service requests made on our website. Thus, we reinforce the importance of keeping your password safe and confidential.
- 3.3. If you believe a third party used or knows of your password, you should notify HUG AMAZONIA immediately to take the appropriate measures.
- 3.4. The user shall connect to his account and access the monitoring portal using only one electronic device at a time. It is forbidden to access the account using two or more devices simultaneously.
- 3.5. We reserve the right to disconnect the user from his account if the restriction described on section 3.4 is not respected. In the case of a non-respect relapse, the user's account may be closed and all access to the service may be blocked.

4. Soliciting our services

- 4.1. By soliciting our services using the website www.hugamazon.com the user is legally contracting HUG AMAZONIA to preserve the tree previously selected on the catalog available on our website, which contains a description of all trees to be preserved by HUG AMAZONIA.

4.2. We will provide on our website an inventory created based on the mapping and monitoring of the trees located at the risk areas HUG AMAZONIA acts with the property-owner authorization, providing a full description of each tree.

4.3. Soliciting our preservation services does not entitle the client to any ownership rights to the selected tree.

5. Confirmation of the service contract

5.1. The service request made on our website www.hugamazon.com for the services provided by HUG AMAZONIA does not constitute a binding contract until we send you a confirmation email;

5.2. HUG AMAZONIA reserves the right to deny a service request, after financial checks among the credit card administrators and PayPal is made, as well as the anti-fraud system installed in the payment process.

5.2.1. For the client's safety, before the payment authorization by the credit card administrator or PayPal, the personal information entered in the service request may pass through an internal analysis by HUG AMAZONIA and are subject to confirmation. This confirmation is done by phone or email.

5.3. The date registered by HUG AMAZONIA upon the service request made by the client constitutes proof of request and transaction.

5.4. The date registered by the payment method system constitutes proof of the financial transaction.

5.5. HUG AMAZONIA reserves the right to cancel a service request if, at the time of the service request approval, the tree selected by the client is unavailable. The service request cancellation will be communicated to the client via the email registered in the client's profile.

6. Expiry date

6.1. This service contract expires in 1 (one) year from the payment confirmation and clearance to access the monitoring portal, in the case the client opts for one installment payment option.

6.2. At the end of the expiry date, the user may opt to renew the contract for another 1(one) year and successively.

6.3. In the case the client opts for the recurrent payment method, the contract will have no expiry date and shall take effect from the payment confirmation date and clearance to the monitoring portal.

6.4. In the case of the recurrent payment method, the contract shall be extinct in the case of payment default, either by the clients choice or by absence of credit in the clients credit card registered and linked to his account with us.

7. Price and payment

7.1. The amount due for the services rendered for the tree preservation, including all charges due from the request, is the amount shown on this website on the day the service request is made. The price is in American dollar.

7.2. The payment made on our website www.hugamazon.com is to be made by credit card or PayPal in one installment or by recurrent payment, according the choice made by the client.

7.3. After the payment confirmation a payment receipt will be sent by the credit card administrator or PayPal.

7.4. In the case the client opts for the recurrent payment method, the amount due will be debited from the clients' credit card registered in his account with us.

7.5. In the case of cancellation by the client, the cancellation request shall be made up to 15 days before the following due date if the client opted for the recurrent payment method. If the client defaults to request the cancellation in the delay above mentioned, the following payment will be charged on the client's credit card.

7.6. For safety reasons all credit card information is encrypted.

7.7. All expenses required for the fulfillment of this contract that were not included in the amount paid by the client upon service request will be paid by HUG AMAZONIA.

7.8. HUG AMAZONIA reserves the right to modify the service price at any time as well as cancel a contract that includes an orthographic, calculation or printing error.

8. Portal access clearance and certificate

8.1. The user will have access to the selected tree through the monitoring portal immediately after the payment confirmation by PayPal or the credit card.

8.2. Upon payment confirmation by PayPal or credit card administrator, HUG AMAZONIA will send the client by email a Digital Certificate, signed electronically by us, with all the tree specifications, as well as the expiry date of the Certificate.

8.3. In the case the client selects more than one tree, one Digital Certificate per tree will be issued.

8.4. When the Certificate expires, if not renewed, the access to the portal will be immediately suspended.

9. Service failure and annulment of contract

9.1. Service failure by HUG AMAZONIA

9.1.1. In the case of service failure, such as but not limited to instabilities in the system to access the monitoring portal, contact HUG AMAZONIA's customer support by email support@hugamazon.com

9.1.2. In the case of service failure in protecting and preserving the selected tree where such tree is deforested, HUG AMAZONIA will contact the client, giving the client the chance to opt between a reimbursement of the amount paid for the services or selecting another tree available in the www.hugamazon.com catalog

9.1.3. In the case of a service defect by HUG AMAZONIA, the section 14 of the Consumer's Defense Code (Act no. 8.078/1990) will be applied.

9.1.4. HUG AMAZONIA is not responsible in the case of damages to the tree caused by superior force or fortuity, such as but not limited to state of war and disasters of natural causes.

9.1.5. In the case a damage occurs to the tree in the terms of section 9.1.3 HUG AMAZONIA will contact the user immediately, resiliate the contract and suspend the access to the monitoring portal immediately.

9.2. Service annulment

9.2.1. The deadline to annul a service request is 7 (seven) days from the access clearance to the monitoring portal date, thus section 49 of the Consumer's Defense Code (Act no. 8.078/1990).

9.2.2. All service annulment shall be communicated by email at admin@hugamazon.com, with the following mandatory information: full name, email address, identification document number, date

the service request was made, number of the service request, and if you wish the reason for the annulment.

9.2.3. After the annulment communication is made on the terms of section 9.2.1 HUG AMAZONIA will send an email to the client confirming the annulment request and the receipt of reimbursement request made to the credit card administrator or PayPal. This procedure is the credit card or PayPal's full responsibility.

9.2.4. If you have any questions regarding the annulment procedure, please contact our customer support at support@hugamazon.com.

10. Exemption from liability

10.1. HUG AMAZONIA is fully responsible for all fiscal, environmental and labor liability required for the fulfilment of this contract.

10.2. The access use and website navigation on www.hugamazon.com is at user's own risk.

10.3. All data or media downloaded or obtained by any other mean during our websites browsing are at the user's own risk. HUG AMAZONIA is not responsible for any damage or virus that may affect you computer or other device in the view of the use, access or download of any data or media on our website, or for the illegal hacking or intervention on the IT systems (Information Technology).

10.4. HUG AMAZONIA reserves the right to interrupt, discontinue or alter any or all website functionalities, as long as it does not harm the access to the selected tree by monitoring portal by the client.

10.5. All support service, questions, complaints and suggestions offered to the users on our website www.hugamazon.com will be done exclusively online, by email, virtual customer support page or online tool offered by HUG AMAZONIA.

10.6. All communications between the user and HUG AMAZONIA made through our online services will be destined to solely support the client on requests or questions regarding the use and operation of the services offered.

11. Superior force

11.1. HUG AMAZONIA will do all the necessary to comply with its contractual obligations. However, HUG AMAZONIA will not be liable for any delays or failures caused by circumstances out of its control, including but not limited to strikes, wars, natural catastrophes or any other superior force that may affect the service contracted.

12. Copyright and intellectual property

12.1. Our websites content and mainly but not exclusively, the texts, symbols, logos, diagrams, images, videos, sounds, music, layouts, designs, know-how, technologies, products and procedures are owned by HUG AMAZONIA or are used with the authorization of the owners and are legally protected by copyright, trademark, patents and other types of intellectual or industrial property existent under the applicable law.

12.2. Except as indicated on section 13 below, nothing on our website shall be interpreted or analysed as a license or concession of use to you of any of the content on our website.

13. Website use

13.1. The user may download, display or print our websites content only for personal use. All commercial uses are forbidden. The user is allowed to keep and reproduce in part or totality the copyright or other intellectual property warnings contained in any information or data downloaded. Any other use, including reproduction, modification, distribution, transmission or diffusion of our website content in its whole or partially is strictly forbidden, except when previously authorized in writing by HUG AMAZONIA.

13.2. HUG AMAZONIA is not liable for the use by a third party of its website content. HUG AMAZONIA does not guarantee that the use of such content by the user will not implicate in infraction of copyright and is not liable for any claims or demands of any nature due to such use.

14. Final dispositions

14.1. In the case of doubts regarding this instrument or what it entails, the user can contact us by email at support@hugamazon.com.

14.2. These Terms and Conditions are ruled by the Brazilian laws.

14.3. The forum to rule eventual demands in the view of the contract made under these Terms and Conditions will be determined in accordance to the jurisdiction in force in the Brazilian Law.

14.4. In the case a litigation due to this contract is not governed by the Consumers Act, it is elected, the forum of the Belem-PA district to settle any controversies.

14.5. THE USER DECLARES THAT HE READ AND ACCEPTED THE TERMS AND DISPOSITIONS OF THIS TERMS OF USE AND THAT IS AWARE OF ITS CONTENT, ACCEPTING ALL OF ITS CONDITIONS.

HUG AMAZONIA SERVICOS FLORESTAIS LTDA

November, 2018.

Privacy policy

HUG AMAZONIA'S privacy policy available on its website www.hugamazon.com is in accordance with the Brazilian legislation regarding the online data protection in force since May 25th, 2018.

1. Collecting user's personal information

- 1.1. By creating an account/profile on the website www.hugamazon.com, the user shall inform his personal information such as email, name and last name, date of birth, country of citizenship and residency. With this information HUG AMAZONIA is allowed to identify the user as well as care for the well-being of others.
- 1.2. The interaction and access information entered on the website www.hugamazon.com, such as publication recommendations, comments, page views, profiles, topics and followers are useful to make HUG AMAZONIA smarter.
- 1.3. HUG AMAZONIA receives data from third parties such as Facebook, LinkedIn, Google when the user logs in one of those websites. The use of this information is previously authorized with the third parties by the user.

2. Personal Information

- 2.1. Upon account/profile registration, HUG AMAZONIA will collect the following personal information from the user : name, last name, date of birth, email, city and country of residency.
- 2.2. HUG AMAZONIA may collect data in order to optimize the website navigation at www.hugamazon.com, such as but not limited to, recommendations, comments, interaction with other profiles and users, as well as topic and followers count.
- 2.3. HUG AMAZONIA will collect data/information to materialize transactions. This data/information will be required upon a transaction of service request. We collect data regarding payment method and transactions such as credit card number and other credit card information.

3. Purpose of personal information use

- 3.1. HUG AMAZONIA requires and saves the user's personal information to improve our services regarding:
 - 3.1.1. Providing, personalizing and improving the user's experience while browsing the website www.hugamazon.com;
 - 3.1.2. Understand how the user uses HUG AMAZONIA services, to help in decision making;
 - 3.1.3. Providing the user specific functionalities depending on its city of residence or occupation;
 - 3.1.4. Present relevant metric for the user to make strategic decisions when using HUG AMAZONIA's tools;
 - 3.1.5. Present to the user personalized adds based on the information provided.

4. Sharing user's personal information

- 4.1. HUG AMAZONIA shares your personal information with the following third party organizations:
 - 4.1.1. Service providers: We use third party companies to help us conduct our business (for example: service requests, payment processing, fraud detection and identity verification, site operations, market research, support services, promotions and events, websites development, data analysis, transportation companies, customer service, etc). These service

providers and its personnel are only authorized to access and use your personal information in our behalf for specific tasks based on our instructions and they are obliged to keep your personal data safe and protected. When required by the laws in force, you can obtain a list of the third party service providers that have access to your personal information.

- 4.1.2. Credit agencies and collection companies. As authorized by the applicable laws, credit agencies and collection companies are third party companies we use to help us to verify your credit (specially invoices) and charge invoices pending payment.
- 4.1.3. Third party companies that use your personal information for marketing purposes. Except upon user's authorization we don't provide or sell your personal data to third party companies for its marketing purposes. In this case, the identity of the company will be provided at the time your consent is requested.
- 4.1.4. Third parties that use personal information for legal reasons or in the view of acquisitions/mergers. We will provide your personal information to third parties for legal reasons or in the context of a legal acquisition or merge.

5. Cookies

- 5.1. By accessing the website www.hugamazon.com HUG AMAZONIA may send one or more "cookies" – a small data file – for your computer to identify the browser and let HUG AMAZONIA help you access the website faster and improve your website browsing experience. A cookie may send us anonymous information about how you browse our website.
- 5.2. A persistent cookie will stay in your hard drive after you close the browser, so it can be used by your browser next time you visit our website. Persistent cookies can be removed following your browser's instructions. A session cookie is temporary and it will disappear once you close your browser. You can reset your web browser to refuse all cookies or to inform you when a cookie is being sent. However, some applications at www.hugamazon.com may not properly work if you disable the cookies.

6. Preservation and elimination of personal information policy

- 6.1. HUG AMAZONIA will keep your personal information for as long as it is required to provide its services and use this information lawfully in its business decisions or to comply with legal orders.
- 6.2. Any published document, votes or comments, as well as private information may be deleted by the user at any time.
- 6.3. At the user's request, we may remove or anonymize its personal information, not allowing its identification, except when the law provides an alternative.

7. Transfer to other countries

- 7.1. HUG AMAZONIA is updated and aware of the most recent technology and is present in other countries. These are one of the reasons why we share your personal information with our personnel and branch offices in other countries, with the purpose of reaching the goals above mentioned.
- 7.2. The servers that process the user's personal information are located mainly in the United States, Canada and other countries in Europe. We may preserve your information in other countries depending on several strategy factors such as the user's geographic location.
- 7.3. By accessing our services and providing your personal information, you consent to the processing, transfer and preservation of this information at/to other countries.

8. Modifications to the privacy policy

8.1. In the case of modifications on how HUG AMAZONIA deals with your personal information, this privacy policy will be updated. HUG AMAZONIA reserves the right to make alterations to its practices and to this policy at any time. We recommend you check our policy regularly to be informed of any changes.

March 2019.

HUG AMAZONIA SERVICOS FLORESTAIS LTDA.