

I, the undersigned, Sworn Translator and Commercial Interpreter duly appointed and commissioned by the Board of Trade of the State of Rio de Janeiro and registered therewith under no. 208, DO HEREBY CERTIFY AND ATTEST that a document written in the Portuguese language was submitted to me for translation into English:

TERMS OF USE

1. INTRODUCTION

1.1. The purpose of this Website is to provide information and itinerary suggestions to users that intend to learn more and/or visit Salvador.

1.2. This is a non-profit Website and no commercial interest or other interest exists in the selection of the contents provided. Website contents are formulated based on editorial and marketing criteria exclusively to facilitate Salvador being selected as a tourist destination.

1.3. Salvador City Hall, together with the City Division of Culture and Tourism - Secult, is the operator of the business and information network platform located at <https://www.salvadordabahia.com/>, and of any other services with Visit Salvador da Bahia brand provided to you by Secult (salvadordabahia website and other services with Visit Salvador da Bahia brand and salvadordabahia.com are hereinafter collectively referred to as "Website").

1.4. These Terms of Use (hereinafter referred to as "Contract") govern your use of the Website as well as the information, product and/or service provided by or through SECULT on the Website. By accessing, browsing and/or using the Website, you agree to be bound to all terms and conditions contained in this Contract.

1.5. If you do not agree with this Contract, do not browse or use the Website and do not register to become a registered customer. SECULT may also change or modify this Contract at any time, without notice and at its own discretion. Your continuous use of the Website after any

change or modification will constitute your consent to and acceptance of the Terms of Use, as changed or modified. Please check this Contract on a regular basis.

2. ACCESS TO THIS WEBSITE

2.1. Under the terms of this Contract, you may use the Website as a "Visitor" (which means you will browser the Website, using your content and services and/or will interact with other users) or as a "Registered Customer" (which means you registered through some of the ways of using the Website). Visitors and Registered Customers will be hereinafter collectively referred to as "Users".

2.2. As a Registered Customer, as a condition of your use of this Website, all information provided by you on this Website shall always be correct, updated and complete. Depending on your use of the Website, you will have an online area consisting of the contents and services you develop, manage and keep, and other functionalities made available to you on the Website (this online area will be hereinafter referred to as your "Hotsite"). Additionally, you may post "opportunities" in order to look for business partners.

3. SERVICE USE

3.1. Your use of the Website is governed by this Contract. You shall not use this Website for any other purpose without the previous express written consent of Secult. For example, you shall not (and shall not authorize any other party to): (i) create a brand in connection with this Website, or (ii) frame this Website, or (iii) make hyperlinks available to this Website, without the previous express written consent of a Secult authorized representative. However, you can trade, promote and make hyperlinks available to your Hotsite, which is distributed by the Website.

4. PRIVACY POLICY

4.1. Visit Salvador da Bahia policies and procedures respective to the collection and use of your personal information are governed by

our Privacy Policy. To view this content, [click here](#).

5. EXCLUSIVE INFORMATION AND TRADEMARKS

5.1. The Website includes proprietary information (including copyright content, trademarks, service brands, logotypes, information, texts, charts, software, files, directories, listings and databanks) owned by Secult and its suppliers, hereinafter referred to as "Visit Salvador da Bahia Content". Additionally, the Website includes (or might include) the possibility that Visitors and Registered Customers add "User Content" to customized areas or "profiles" and add comments, messages and other communications to different areas of the Website; "User Content" is defined below.

6. VISIT SALVADOR DA BAHIA CONTENT

6.1. Visit Salvador da Bahia content is the property of Secult or the third party that provided Visit Salvador da Bahia content to Secult. Secult holds all the rights, titles and interests in Visit Salvador da Bahia content. Therefore, Visit Salvador da Bahia content cannot be reproduced, distributed, republished, uploaded, published or transmitted in any way without the previous written consent of Secult, except for on-screen viewing, downloading or printing a copy of Visit Salvador da Bahia content for personal use, customized commercial use or internal use, and not for commercial purposes. When doing this, you shall not remove or change, or allow others to remove or change, any copyright, registered trademark, trading name, service brand, or any other notice or proprietary caption appearing in any part of Visit Salvador da Bahia content. Changing or using Visit Salvador da Bahia content, except as expressly provided for in this Contract, violates intellectual property rights of Secult or third parties. No intellectual property rights or ownership will be transferred to you for accessing this Website. We make no warranties concerning the reliability, accuracy or quality of any Visit Salvador da Bahia content.

6.2. Registered trademarks, service brands and logotypes appearing on this Website are the property of Secult or the third party that

provided Visit Salvador da Bahia content to Secult. Secult and any third party that provided Visit Salvador da Bahia content shall hold all respective copyrights, registered trademarks, service brands or other ownership rights relative to Visit Salvador da Bahia content.

7. USER CONTENT

7.1. As User, you are fully responsible for any material or content included to or published on the Website, including, without limitation, texts, pictures, charts, email messages, private data and information, such as contact information, company logotype, product and/or service description, and company financial profile, whether such content is posted in a User Forum or, for Registered Customers, whether it appears on your list of Registered Customer in the Website databank section or in your Registered Customer Hotsite (hereinafter collectively referred to as "User Content"). Under certain circumstances, Secult shall translate from Portuguese to English or from English to Portuguese a text provided by a Registered Customer for the Hotsite of this Customer. Under other certain circumstances, Secult may create a Registered Customer for a business using information and content publicly available on the Internet, where such business will be notified and may choose to leave the association at any time, notifying Secult of its desired to be removed. Users are fully and solely responsible for ensuring that the User Content posted, transmitted or otherwise published on the Website is accurate, true, updated and complete. Secult will only act as a passive intermediate in respect to online User Content dissemination. Secult will not monitor, edit or systematically control User Contents and will not be held legally liable for, assume any risks or hold any obligation whatsoever regarding it.

7.2. Although Secult will not monitor, edit or actively control User Contents published on the Website, Secult reserves the right (which it may exercise at its own discretion and without previous notice) to check and/or select User Contents. Secult will not commit to and will make no representations or warranties in respect to such checking and/or selection, and will not approve, endorse or certify any User

Content, whether it has been checked and/or selected or not. Secult also reserves the right (which it may exercise at its own discretion and without previous notice) to delete, move or edit any User Content, as well as to suspend or prevent any User access to the Website and its use.

7.3. Users commit not to use the Website illegally and, especially, they commit not to:

- (a) provide contact information - such as email address, website URL, telephone number, etc. - in any place other than in the pertinent fields of the contact information section during registration, or in the pertinent fields of the contact information section upon sending an initial communication;
- (b) advertise, transmit or otherwise publish any content that is illegal, illicit, fake, threatening, abusive, harmful, violent, disturbing, defamatory, pornographic, obscene or indecent;
- (c) advertise, transmit or otherwise publish any content that violates copyrights, patents, registered trademarks, advertisement or confidential information or, generally, the rights of any third party;
- (d) advertise, transmit or otherwise publish any information and/or make any offer involving counterfeits, stolen or false products and/or services, as the case may be;
- (e) advertise, transmit or otherwise publish any information not associated with the Website or with the topics contained on the Website;
- (f) conceal the source of any information provided on the Website;
- (g) misrepresent any individual or business (including Secult employees and representatives) or simulate any affiliation with any person or business;

- (h) advertise or transmit to or from the Website any information containing software virus, files or codes designed to interrupt, destroy or limit the functionality of the Website or any software or computer equipment;
- (i) advertise, transmit or otherwise publish any confidential information from other Users or third parties with the purpose or effect of affecting the price or value of any security;
- (j) collect, store or retransmit private or personal data from other Users provided on the Website;
- (k) prevent or inhibit any other User from using the Website;
- (l) violate any applicable legislation, statute or regulation, to wit, without limitation, those relative to business practices, import and export controls and/or restrictions, unfair competition and misleading advertisement; or
- (m) advertise, transmit or otherwise publish any content or take any action involving the Website that creates responsibility, adversely affects or that might create any risk or adversely affect Secult business and/or its reputation.

7.4. Users who violate the terms and conditions contained in this Contract and who publish any User Content that is misleading, false, offensive or that can cause any harm whatsoever to anyone through its use, like other Users of this Website, shall be held accountable for all risks associated with their use of such User Content that was published, transmitted or otherwise published on the Website and shall, therefore, not count on any User Content to make (or refrain from making) any specific investment or make other commercial decisions before due verification.

8. COOKIES

8.1. The Website uses a mechanism called Cookies, which are small

text files sent by a website server to the temporary memory located in the personal computer of the Website visitor. This collection technology can be used to recognize repeated users and to facilitate access and continuous use by website users, as well as also to gather and file information such as personal user address and/or domain name, type of browser, computer operating system, in addition to related websites.

9. COMMERCIAL AND ADMINISTRATIVE CONTACTS OF USERS

9.1. Secult offers an online platform for sharing relevant trade, business and service information among service and/or product providers in Brazil and abroad. As such, Secult will only act as a passive intermediate for User Content exchange, which may lead to commercial or business transactions among Users. Secult will not get involved with and will not monitor, control or otherwise endorse any business and commercial transaction among Users, and will not be held liable or have any obligation whatsoever regarding such transactions, specifically, but not restrictively, if the products/services are not available, do not correspond to the quality advertised, are dangerous or are otherwise illicit or unsatisfactory.

9.2. Although Secult provides a verification service to all Users through which Users can check whether the Registered Customer is legally registered in Brazil, such verification will not ensure commercial reliability and Secult shall be held liable for the information submitted. We recommend that Users review the "Security Practices" and perform reasonable commercial due diligence of each business they will commercially engage with.

9.3. Risks associated with import or export transactions or buying and selling transactions involving the products and/or services offered through the Website are fully incurred by you as User. You are fully and solely responsible for all terms and conditions associated with any commercial or business transaction conducted under your use of this Website, including, without limitation, any term and condition

associated with price, taxes, fees and payments, quality, returns, warranty and insurance, ownership titles, licenses and authorizations.

9.4. In case of a conflict involving a User of this service respective to any commercial or business transaction, the User herein agrees to indemnify and hold Secult harmless of any responsibility, loss, damage, cost or expense, including reasonable legal fees (and any loss and damage) arising from or incurred in connection with any claim, request, action or lawsuit against Secult as a result of, or in connection with, such transaction and/or conflict.

10. INTELLECTUAL PROPERTY

10.1. As User, you represent and warrant that you are the holder of all copyrights, brands, or having acquired all necessary authorizations from third parties regarding the inclusion and advertisement of User Content on the Website. You herein warrant that the User Content included and published on the Website will not violate any third party copyright (including moral rights, as the case may be), rights associated with registered trademarks, commercial secrets, or any other type of proprietary information of any kind.

10.2. You agree herein to grant Secult a lifetime, non-exclusive license to reproduce, change, translate, make available, distribute and sublicense any User Content included and published on the Website at any time, in whole or in part, and in any form currently existing or to be revealed, for any purpose related to Secult scope and Website exploration and/or promotion.

11. REPRESENTATION AND INDEMNIFICATION OF REGISTERED CUSTOMERS

11.1. As Registered Customer, you represent and warrant that you have the authority to bind any legal entity on behalf of which you act under this Contract regarding the use of this Website and that all User Content included by you to the Website is accurate, complete and updated, and that such User Content rightly belongs to the legal entity duly represented by you.

11.2. As Registered Customer, you are solely and fully responsible for the use of this Website and for the User Content that you include and publish on the Website. As a consequence, you commit to indemnify and hold Secult harmless of any responsibility, loss, damage, cost or expense, including reasonable legal fees (and any loss and damage) arising from or incurred in connection with any claim, request, action or lawsuit against Secult as a result of a violation of any agreement, undertaking, warranty or representation made under this Contract to which the abovementioned indemnification is referred to. Secult reserves the right to contact you by email or other means in respect to the use of the Website.

12. DISCLAIMER

12.1. The information provided on this Website is offered on a "as is basis", without any warranty whatsoever and no express or implicit warranty is made as to the accuracy or completeness of the Website content, and Secult, its partners, colligated persons, officers, managers and employees will not be held liable for any mistake or omission. You also agree and accept that Secult, its partners, colligated persons, officers, managers and employees will not be held liable for any losses or damages resulting from any faulty computer or software component or communication links related to lost or unable communication, or related to poor, incomplete or not understandable transmission, or a transmission that has been deleted by any computer or network.

12.2. Secult, its partners, colligated persons, officers, managers and employees will not offer any warrant whatsoever and will not be held liable for user record performance on the Website in terms of business opportunities, persons contacted, number of visits or any other commercial result or expectation of any kind.

12.3. Secult, its partners, colligated persons, officers, managers and employees will not be held liable or will have no obligation as to: (a) the accuracy, property, legality or legitimacy of any information appearing on our Website about Visit Salvador da Bahia registered customers (including, without limitation, business name, contact

information and details, product description and specifications, pictures, videos, etc.), whose information is provided by registered customers, and (b) the conduct of any registered customer in relation to their commercial activities when using or providing information on our Website.

12.4. Although Secult agrees to endeavor the best efforts as to the correct operation and accessibility of its Website, Secult will not offer any warranty whatsoever as to the technical performance of its Website. Secult, its partners, officers, managers and employees shall not, in any way, be held liable for any damage, directly or indirectly resulting from the use or impossibility of using the Website, including damages associated with financial losses, lost opportunities, commercial interruptions or lost data.

13. HYPERLINKS

13.1. Secult is not responsible for the content of other websites available through hyperlinks from this Website, including websites associated with a User, as the case may be (hereinafter referred to "Linked Sites"). These Linked sites have been created and/or approved by third parties and Secult will not be acting as editor or publisher of the information and materials contained in these Linked Sites. If Secult changes any content of a Linked Site, it will notify the Registered Customer and, unless the Registered Customer asks Secult to remove the changes or change the content, the Registered Customer will thereby approve the change. Secult is not associated with or does not endorse Linked Sites, their owners or operators, or the products and/or services offered on these websites. This Website is not sponsored by Linked Sites or their owners or operators. Your browsing on these Linked Sites and your marking of these websites as favorite are under your sole responsibility.

13.2. Secult may refuse the use of hyperlinks to this Website if a link is created to a page other than the homepage of this Website, through processes known as deep linking, framing or mirroring, or if a context involving the hyperlink is used to tarnish the honor and reputation of

Secult.

14. USING SECULT USER CONTENT

14.1. As User, you understand and agree that whether you are a Registered Customer or not, Secult may transfer to third parties any User Content, in whole or in part, that you have provided or published on this Website, in exceptional situations, considering that the third party to which the information has been transferred has expressly committed to protect your PII and seeks your confirmation on any future use of such information.

14.2. This Website has been designed for business-to-business operations and their needs. Therefore, it is strictly directed for businesses and other forms of corporate entities involved in international commercial activities. As a Registered Customer, you understand and agree that all exclusive information entered on the Website, whether in mandatory or optional fields, will be published on the Website and made available to other Users and to the general public. However, Secult wishes to keep and protect the integrity and privacy of personally identifiable information, whether belonging to an individual or a business. With such purpose, we urge that you read and understand our Privacy Policy which is an integral and inseparable part of these Conditions of Use.

15. TERMINATION

15.1. The registration of a Registered Customer may be immediately terminated, upon Secult written notification by email or other means, when a Registered Customer no longer complies with any substantial part, agreement, warranty, obligation or representation made under this Contract.

15.2. Secult may terminate the registration of a Registered Customer upon written notification sent within 10 (ten) days, for any reason whatsoever and, especially, if, upon Secult discretion, it has any reason to believe the continued association of a Registered Customer might be

harmful to Secult or to other Registered Customers.

16. COURT

16.1. Matters arising from the performance of this Contract, which cannot be resolved administratively, will be processed and decided by the competent Court of Justice, in the city of Salvador/BA, excluding any other for however privileged it may be.

17. FINAL PROVISIONS

17.1. The parties represent and warrant that they are capable of executing this Contract and that this Contract contains legal, valid and mandatory obligations between you and Secult relative to the use of the Website. Secult's failure to enforce or comply with any right or provision herein shall not be considered an explicit or implicit waive of such right or provision. The headlines of the clauses contained in this Contract are for convenience only and have not legal or contractual effect whatsoever. This Contract will operate to the maximum extend of law. If any provision of this Contract is considered by a court to be void or unenforceable, such provision will not affect any other provision contained herein or its lawfulness or enforceability. Secult will have the right to assign any of its obligations and duties under this Contract to any individual or legal entity. This Contract is written in Portuguese and English language.

VISIT SALVADOR DA BAHIA

NOTHING FURTHER WAS CONTAINED IN THE DOCUMENT SUBMITTED WHOSE SWORN TRANSLATION HAS 12 PAGE(S).

I verified it and certify to it.

The Sworn Public Translator.

Rio de Janeiro, January 11, 2019.