

TERMS OF USE AND PRIVACY POLICY

1. General Information

The National Industrial Training Service (SENAI-SP) is a private entity focused on professional education.

SENAI-SP offers courses in 28 areas of the Brazilian industry, from professional initiation to postgraduate technological education.

In addition to its core functions, SENAI-SP provides industrial training to workers; assists employers in training programs; provides short courses; grants scholarships and improvement grants; cooperates in the development of technological research; provides consultancy on professional training; and complements the training provided on the job.

This document governs the use of services provided by the institution, with the aim of protecting the security and privacy of information registered by users who access the portal www.sp.senai.br and its applications, clarifying how this information is collected and processed during navigation.

SENAI-SP values the security of information for registered users and visitors to its portal.

Most content and services are freely accessible, however, some services are paid and prior registration is required for access to personalized content and services.

SENAI-SP complies with the principles, guarantees, rights, and duties for the use of the Internet in Brazil, as well as with those related to personal data protection, in accordance with Law No. 12,965, of April 23, 2014 (Marco Civil da Internet), and the General Data Protection Law (LGPD), Law No. 13,709, of August 14, 2018.

If you wish to learn more about Privacy, Personal Data Protection and the General Data Protection Law (LGPD), be sure to check out our **Primer on LGPD** and **SENAI's free online course on Privacy and Data Protection**.

2. Who is this statement for?

This Privacy Statement applies to individuals who access, register, or visit the SENAI-SP website, applications, and other websites.

It is important to note that this Privacy Statement is specific to the use of this website, other SENAI-SP websites, and applications. Therefore, it does not apply to third-party websites, social networks, and/or other providers that you may access or be redirected to from links on our website.

To ensure your security, we recommend that you check the data protection regulations and guidelines of the respective providers and websites accessed.

SENAI-SP cannot be held liable for data provided by you to third-party websites, social networks, and/or other providers.

3. What is data processing and what are the main concepts you need to understand to read this policy?

- **Personal Data Processing:** Refers to any operation, such as the collection, production, reception, classification, use, access, reproduction, transmission, distribution, processing, archiving, storage, elimination, evaluation or control of information, modification, communication, transfer, dissemination, or extraction, carried out with personal data.
- **Personal Data:** Includes all information that allows you to be identified, such as your name, CPF (tax ID), address, email, telephone number, among others.
- **Sensitive Personal Data:** Includes personal data concerning racial or ethnic origin, religious beliefs, political opinions, membership in unions or organizations of a religious, philosophical, or political nature, health or sexual life data, genetic or biometric data, when linked to you.
- **Data Subject:** The natural person to whom the personal data being processed refers.
- **Controller:** The natural or legal person, governed by public or private law, responsible for decisions regarding the processing of personal data.
- **Data Protection Officer:** The person responsible for communication between the controller, data subjects, and the National Data Protection Authority (ANPD).
- **Purpose:** The reason or motivation for processing personal data.

4. What is SENAI's role in processing personal data collected on the portal?

If you register or interact on the SENAI-SP website, applications, and other websites, we will have the role of deciding on actions related to your information, acting as the **Controller** of your personal data.

Our conduct follows the provisions of the LGPD and respects the purposes stated in this Declaration, always in a transparent manner.

5. Personal data will be collected in the following situations:

On the SENAI-SP website, applications and other websites, if you are interested in any information or service offered, depending on the situation, you will need to register to be identified using a login and password.

If you are not yet registered, we will ask for some of your personal data for identification purposes.

When submitted by you at the time of your registration, browsing, interaction, acquisition and use of the SENAI-SP website, applications and other websites;

Automatically through cookies and/or similar technologies;

From authentication information through a partner account such as Facebook or Google, subject to prior authorization.

Data collected on the SENAI-SP website, applications and other websites may include, but are not limited to:

- Registration data
- Professional data
- Electronic records (IP and logs)
- Other data - Other information may be requested, in our registration or event registration forms, to segment your interests and direct communications.

Some data that may be requested from the Holder for SENAI-SP products:

1. Full name;
2. Social name;
3. Date of birth;
4. Identity Card Number (RG);
5. Individual Taxpayer Registration Number (CPF);
6. Sex;
7. Nationality;
8. Nationality;
9. Marital status;
10. Physical and/or digital CTPS (Work and Social Security Card);
11. 3x4 photograph and/or image;
12. Full address;
13. Phone numbers,
14. WhatsApp and email addresses;
15. Communication, verbal and written, maintained between the Holder and the Controller;
16. Level of Education;
17. Disabilities and special needs;
18. Questionnaire about health, socioeconomic issues, quality of life and satisfaction with the course;
19. Performance and use of the course(s) taken;
20. Bank details;
21. Assessment of Interpersonal Relationships and Interactions;

6. When registering, your personal data will be used for the purposes described below:

The data collected is used to provide the various services we make available to you and, mainly, for the following **purposes** :

- Identification and authentication of access and use of the application and its available services, as well as distance learning courses, and enrollment in SENAI-SP education courses and services;
- Booking and canceling tickets for events, registrations and payments for services;
- Sending general news and relevant information related to the sector, new products and services;

- Sending invitations and registration for events, courses, workshops, seminars, awards and access to our podcast;
- Sending of booklets and e-books;
- Sending criticisms, suggestions or questions through “Contact Us” website forms;
- Personalization and improvement of your experience, such as sending personalized content aligned with your interests;
- Providing you with access to partner services and benefits programs;
- Participation in satisfaction or market surveys;
- Participation in selection and recruitment processes;
- Updating registration data, for purposes of contact by telephone or via SMS, messaging application or direct mail;
- Preparation of anonymized reports and statistics;
- Fraud prevention;
- Responding to requests made by users;
- Sharing with other SENAI-SP partner companies, always respecting the LGPD
- Allow the Controller to identify and contact the data subject;

The data provided to SENAI-SP will be used to enable services, applications and activities covered by this Agreement. Exceptions will only occur with the user's permission, or by force of law, by order of a competent authority, or judicially.

7. With whom does SENAI-SP share my information?

Only FIESP/CIESP/SESI/SENAI entities may use the collected data for the purposes described. The data will not be sold to third parties, nor will it be transferred to any other company or entity without the prior consent of the owner.

With your consent, SENAI-SP, always based on one of the legal grounds provided for in the LGPD, may share some of your information with partner entities to carry out the purposes described above.

Certain information may also be shared for the purpose of complying with legal obligations, legitimate interest or other existing legal basis, mainly those in which SENAI-SP is included (TCU/CGU/SIT/MPT; MEC/Education Departments).

It is worth noting that everyone is required to maintain the standard of legality and security in relation to the personal data shared by us. In order to be transparent with you and guarantee your rights as a data subject, find out how we may share your data:

- For internal operations, such as managing your account, providing customer service, communicating between SENAI-SP and you, understanding user needs, improving website content and services, identifying potential fraud, and taking steps to enforce our Privacy Statement;
- With entities that perform data hosting and analysis and suppliers that help SENAI-SP provide services to you;
- For communication services, such as sending emails, SMS, WhatsApp, market research, support services, promotions, website development, data analysis and customer service;
- With competent authorities, when there is a legal basis for the requests made.

SENAI-SP will share only the strictly necessary data with duly authorized professionals, respecting the principles provided for by law and with the guarantee of confidentiality and preservation of privacy, and exclusively for the performance of their functions.

You are responsible for the accuracy of the data provided.

SENAI-SP is not responsible for any damages resulting from false and/or inaccurate information;

If SENAI-SP determines that any information you provided is false, inaccurate, outdated, or incomplete, it reserves the right to immediately suspend or cancel your registration without prior notice and to deny any current or future access to services requiring specific registration;

You must keep your login and password safe. If you suspect that your access data has been misused by third parties, notify SENAI-SP and immediately change your website access password.

8. Does SENAI-SP transfer my data to other countries?

The provision of products and services offered on the portal and other websites linked to SENAI-SP may require the transfer of data to other countries.

In these cases, we will use the legal bases existing in the LGPD, such as through specific contractual clauses, which guarantee data protection standards and security measures appropriate to data protection standards and the definitions indicated in this Privacy Statement.

9. Does SENAI-SP store data from minors?

SENAI-SP keeps data on minors only with the consent of their parents or guardians.

SENAI-SP does not intentionally request or collect personal data from children and adolescents without the consent of their parents or guardians.

If data from children and adolescents is detected without the provision of consent in our database, it will be deleted as quickly as possible or whenever requested.

To request the deletion of data from children and adolescents, use [CONTACT US](#) .

10. How is my data stored?

All data you provide on the SENAI-SP portal will be protected and stored through security protocols and software.

The data collected will be stored on our own server or, eventually, on third-party servers, which may be located in Brazil or abroad, including using cloud computing technology, always complying with security and control standards, in accordance with applicable legislation.

No internet-based procedure is entirely immune to security breaches or unauthorized access or unwanted invasions, however, we undertake to adopt all appropriate technical and administrative measures to protect your personal data.

In compliance with the provisions of the LGPD, if a security incident occurs with your personal data, which involves a relevant risk or damage to you, we will contact you to notify

you and we will notify the National Data Protection Authority, whenever necessary and provided for by law.

11. How long will my data be stored?

SENAI-SP stores your information for the entire period necessary until the purpose of each treatment ends, always respecting the provisions of the legislation.

We also store data due to legal or regulatory obligations, as well as due to the existence of prescriptive periods established in the various civil, criminal, labor, tax laws and regulatory standards that justify the storage of your information, as well as for the exercise of our rights, especially those linked to Education and related and regulatory bodies in which SENAI-SP is inserted (TCU/CGU/SIT/MPT; MEC/Education Departments).

Therefore, upon termination of the processing of personal data, except for the cases established by applicable legislation or by this Privacy Statement, the personal data will be deleted from the database.

12. What are my rights as a data subject?

You are the owner of your data and can, at any time, exercise your rights over your information, as determined by the LGPD.

Through [CONTACT US](#) you can request:

- Confirmation of the existence and content of your data stored in our database;
- Permission to access and correct incorrect, inaccurate or outdated data;
- The anonymization, blocking or deletion of your personal data existing in our database;
- The portability of data to another service or product provider, in accordance with ANPD regulations;
- Deletion of personal data processed with consent, except in cases of authorization to maintain storage;
- Information about the public and private entities with which SENAI-SP, as Controller, shared your data;
- Information about the possibility of not providing consent and the consequences of refusal;
- Object to the processing of your personal data, when you find that we have failed to comply with any of the provisions of the LGPD;
- The cancellation, at any time, of the consent you gave us to process your data;
- The review of decisions taken solely on the basis of automated processing of personal data that affect your interests, including decisions aimed at defining your personal, professional, consumer and credit profile or aspects of your personality.
- The revocation of consent will not affect the processing of personal data carried out previously or under another existing legal basis.

SENAI-SP may store the user's data registration history to exercise their rights.

SENAI-SP may keep data, even after your request for deletion, when the law allows or requires it.

13. Conditions of use

When completing registration in applications that require user identification, the user expressly accepts and consents to the processing of the data provided, necessary for creating their user profile, such as: full name, social name (optional), telephone numbers, email, date of birth, gender, marital status, CPF numbers, passport number – in the case of foreigners - full address, employer data (optional), favorite unit and personal password;

The user, upon first access, must register a password containing at least 8 digits, uppercase and lowercase letters, numbers and at least one special character;

The user agrees to keep his/her user credentials and password confidential. He/she must not lend or disclose his/her login and password, and will be held responsible for any actions taken by third parties on his/her behalf;

It will be the user's sole responsibility to ensure the veracity, accuracy and updating of the personal data provided in the application, with SENAI-SP not assuming any responsibility in the event of inaccuracy, outdated information, omission of relevant information or false data;

The user must keep their registration data updated with SENAI-SP, and authorizes the sending of any and all correspondence, disclosure, notice and notification via post, email and/or cell phone message (SMS and/or WhatsApp);

The user agrees to have their browsing data, access to applications and emails recorded for monitoring, auditing, or possible legal requests;

The user agrees not to use the service provided to promote and traffic files, or content of an offensive nature (bullying), pornographic, pedophilic, pirated, criminal, racist, terrorist, political or religious nature;

The user agrees not to carry out any type of cyber-attack, such as hacking attempts, denial of service attacks, interception of communication and intentional dissemination of any type of malicious code, such as viruses, Trojan horses, worms, among others;

The user agrees not to use the service provided to disseminate spam, email bombs, or carry out phishing attacks (spam or mass messages to induce users to access cloned pages and/or pages with illicit content);

The user must access SENAI-SP's technological services only with equipment that contains an updated antivirus system and all security updates installed;

The user agrees that upon terminating the link with SENAI-SP, he/she will lose (in whole or in part) the right to access one or more services offered by the application, and will need to register again if he/she wishes to regain access to the services.

14. Services provided and sanctions

Login services for access and ticket reservations are available exclusively to SENAI-SP customers and users. Therefore, they cannot be used by people who are not registered and do not accept the application's Terms of Use.

The following will be considered a condition for canceling the use of SENAI-SP services, applications and activities:

1. in the case of free events, users who may reserve tickets and do not attend more than three consecutive times;
2. sell free tickets or spaces, such action being expressly prohibited;
3. in default of amounts paid in monthly service fees.

In the event of violation of any of the items listed above, sanctions will be applied, at the discretion of SENAI-SP, as follows:

1. notification, or simple warning;
2. blocking (total or partial) of part of the resources made available.

SENAI-SP may also propose applicable legal measures, depending on the case and type of violation.

15. Acceptance of the term

To browse the website, use online services and access any applications provided by SENAI-SP, the user must fully agree and not violate the conditions of use established in this document.

If you do not agree, in part or in full, with these Terms of Use and Privacy, you may not use the respective online services and applications.

For services that require user identification, the user must access them using a login and password, after having registered, subject to providing their personal data, specified in item 3.1. This information will allow the use of online services, with the user's identification and correspondence with other existing records, if the user has contracted services or purchased products from SENAI-SP, such as, for example, if the user is a student of regular courses.

Data voluntarily provided by users will be protected by means of security, administrative and technical measures to ensure their privacy, as well as the confidentiality and authenticity of personal data.

By browsing the website or accessing SENAI-SP's online services, the user also agrees to the use of browsing cookies to identify the IP address of the user's equipment (identification number of devices that connect to the internet) and internal navigation control. Anonymous identifiers or cookies are used for controls and statistics, allowing analysis of browsing patterns and supporting improvements.

The user may configure their internet browser to reject the automatic collection of this information, or they may browse in anonymous mode. Some cookies may be necessary for the functioning of the website or some service, so SENAI-SP cannot guarantee the full functioning of the application or website if they are disabled.

The Institution is not responsible for the content, privacy policy and other related terms of websites accessed through third-party links made available on the Portal, nor for comments and opinions of users published on the Portal. Therefore, users are advised to always consult the respective privacy policies and terms before providing their data or information when redirected to external websites.

SENAI-SP carries out all data processing activities under secure conditions, adopting current technologies and tools on the market. However, considering that no security system is completely infallible, it is exempt from liability for any damages and/or losses resulting from failures, viruses, database invasions and other incidents, except in cases of intent or negligence.

If there is any modification to this term, the user will be asked to revalidate acceptance in the application itself.

In any type of publicity from FIESP/CIESP/SESI/SENAI entities (invitation, campaign or newsletter, for example), sent through digital channels, you will have the option to delete your contact information from the respective mailing list. After the deletion request, your contact information will be deactivated from the database within 48 (forty-eight) business hours.

The Holder may revoke his/her consent, at any time, by email or by written letter to the SENAI-SP Unit, in accordance with article 8, §5, of Law No. 13,709/2020, and may also use the following channels:

Relationship Center:

Service (except holidays): Monday to Friday from 8:00 am to 6:20 pm and Saturdays from 9:00 am to 3:20 pm

+55 (11) 3322-0050

0800-055-1000 (Inland SP, landline only)

Website <https://transparencia.sp.senai.br/sac>

16. Personal data protection officer

The SENAI-SP data officer is the person responsible for ensuring compliance with the General Data Protection Law in our institution.

If you understand that your data is not being processed in accordance with the law or have any questions about how your data is being processed, send an email to the Personal Data Protection Officer: encarregado@sesisenaisp.org.br

The parties may reach an agreement regarding any damages caused in the event of a leak of personal data or unauthorized access, and if there is no agreement, the Controller is aware that it will be subject to the penalties provided for in article 52 of Law No. 13,709/2018.