

TERMS AND CONDITIONS OF USE

The USER must read this document and agree to it before accessing and/or using this Website.

TERMS AND CONDITIONS OF USE

The USER's access to and use of this Site is subject to the following terms and conditions, as well as current legislation. By accessing and browsing this Site, the USER AFFIRMS that he/she has READ, UNDERSTOOD and expressly ACCEPTS, without limitation or qualification, the terms and conditions stipulated herein and is aware that any other contracts or agreements between the visitor and the PORTINARI PROJECT will be null and void.

If the USER does not agree or has not understood any point, it is suggested that they stop browsing this Site until they have clarified all their doubts.

The Terms and Conditions of Use will be easily and permanently available on the website.

The Terms and Conditions govern the use of this Site and all its content. These Terms describe the rules and regulations that guide the use of the Site. All materials/information/documents/services or all other entities (collectively referred to as "Content") appearing on the Portinari Portal will be administered in accordance with these Terms and Conditions.

The Portinari Portal uses cookies. By accessing our Site, you agree to the cookies used.

The content of this Site may be altered in order to adapt it to innovations in technology and/or the needs of the PORTINARI PROJECT. Therefore, with each access, the USER must accept the conditions of use of the Website.

1. Preliminary information

1.1 The PORTINARI PROJECT is a research organization, based at the Pontifical Catholic University of Rio de Janeiro, which provides services related to education and culture, as well as research methodology, making the contents of its collection - all the work of the artist Candido Portinari and period documents, such as photos, correspondence, periodicals, publications, etc. - available to interested parties via the World Wide Web. -the result of the cataloging and research work it has been doing since 1979, as well as events related to the collection, such as exhibitions, lectures, etc.

1. 2 The PORTINARI PROJECT collection consists of images of the painter's works, historical photos of the artist with his contemporaries and friends, such as Mário de Andrade, Carlos Drummond de Andrade, José Lins do Rego, Graciliano Ramos, Luiz Carlos Prestes, Afonso Arinos, Gustavo Capanema,

Enrico Bianco, Roberto Burle Marx, Jorge Amado, Raul Bopp, among many others, letters exchanged with these companions, exhibition catalogs, clippings from periodicals, audiovisuals authored by himself or others, poetry and texts about the artist and his generation.

1.2 All images and other content on this Site (collectively referred to as "Content") are protected by the Federal Constitution and intellectual property laws, more specifically the Copyright Law, the Industrial Property Law, as well as the Civil Code, with regard to personality rights. The Content may not be used outside the conditions set out herein. Copyright and intellectual property such as trademarks, patents, computer programs, images, texts, sounds and others are the property of the PORTINARI PROJECT or have been authorized by third parties for use on this Site, and the USER acknowledges that this Term does not transfer any of these rights to him/her.

1.3 By accessing the PORTINARI PROJECT website, the USER declares that they will respect all intellectual property rights arising from the protection of copyright, trademarks and other property of the PORTINARI PROJECT, as well as all rights relating to third parties that may be or have been available in any way on the website.

1.4 It is forbidden to use the Site for commercial, advertising or any other purpose that contradicts the purpose for which it was conceived, as defined in these Terms. The reproduction, distribution and dissemination, in whole or in part, of the texts, figures and graphics that make up this Site, without the prior and express authorization of the PORTINARI PROJECT, is also prohibited, and only the printing of copies for personal use and archiving is permitted. You may not:

- Reproduce, republish, duplicate or copy any Content from this Website other than for personal use;- Sell, rent, sublicense and/or otherwise commercialize any Content on this Website;
- Perform and/or publicly display any Content on this Website;
- Use this Site in a manner that damages or impairs your access to it;
- Use this Website in violation of the relevant rules, laws and regulations of your country of residence, or in a manner that causes or may cause damage to the Website or any other User or entity;
- Carry out data mining or any other similar activity while using this Website;
- Use this Site for any form of personal or business advertising or marketing.

1.5 The USER assumes any and all liability, of a civil and/or criminal nature, for the improper use of the information, texts, graphics, trademarks, works, in short, any and all content that constitutes intellectual property rights of this Website.

1.6 For the purposes of this Website:

Trademark: any and all trademarks, logos and domain names used by the PORTINARI PROJECT or by related entities and/or companies.

Copyright: any and all images of Candido Portinari's work and other artistic creations protected by copyright, as well as correspondence sent and received by the artist, poetry and any texts on the Website.

Personality right: any and all images and/or voices of Candido Portinari and/or any other persons referred to in the historical documentation.

2. Use of Content

2.1 The Content may be freely used by students, teachers, and researchers within the limits of academic work. Any use outside the academic and/or personal sphere requires the prior and express authorization of the PORTINARI PROJECT.

2.2 Specific areas of this Site may be restricted without access by the user, and the Portinari Project may extend the restricted areas at its sole discretion. Any user identification, security key or password that the user may receive on this Website is confidential, and the user is responsible for maintaining the confidentiality of such information.

3. Intellectual Property and Limitations of Use

3.1 The works of Candido Portinari are protected by copyright and may not be reproduced without the prior and express authorization of the copyright holder, under the terms of article 29 of Law 9.810/98, except for personal use by students, use by teachers in the classroom and for academic and/or educational research work.

3.2 The trademarks and logos of the PORTINARI PROJECT and Associação Cultural Candido Portinari are protected by industrial property rights and may not be reproduced without the prior express authorization of the respective owner, under the terms of article 124, V, of Law 9.674/96.

3.3 The image and/or voice of Candido Portinari or third parties in period films and photographs, recordings, or fixed in any other way, are protected by copyright and personality rights and may not be reproduced without the prior express authorization of the respective owners, under the terms of the Federal Constitution and articles 11 et seq. of the Civil Code.

3.4 Texts, poetry and historical documentation protected by copyright may not be reproduced without the prior express authorization of the respective owners, under the terms of article 29 of Law 9.810/98.

3.5 The visual appearance of the PORTINARI PROJECT website is protected by copyright and may not be reproduced, imitated or used in whole or in part without the prior express authorization of the PORTINARI PROJECT.

3.6 By accepting these Terms of Use, the USER agrees not to reproduce or imitate any item of the Content of this Website, as well as its visual appearance, without prior authorization, except in the cases provided for herein.

3.7 USERS interested in reproducing and/or using the images, sounds and documents of the Content of this Website outside the context of the hypotheses previously authorized herein must send a specific request to the following email address: juridico@portinari.org.br.

3.8 USERS interested in licensing the PORTINARI trademark should contact Portinari Licenciamentos by sending an email to the following address: juridico@portinari.org.br.

4. Third party rights

4.1 Some of the photographs and films that illustrate the historical events were found in the painter's collection, provided by friends and/or taken from the internet with the release of copyright, free of charge. If, however, the USER identifies on this Site an infringement of any intellectual property or image rights of third parties, they should contact us at juridico@portinari.org.br, so that the situation can be promptly regularized.

5. Restriction and Termination of Use

5.1 The PORTINARI PROJECT may, at its discretion, block, restrict, disable, or terminate access to the Content, or part of it, without prior notice.

6. Links to Third Party Websites/Content

6.1 For the convenience of the USER, the PORTINARI PROJECT makes available on its page authorized links to third party websites and/or allows a third party to make available on its page a link to the PORTINARI PROJECT website. However, the PORTINARI PROJECT does not control these sites and is not expressly or implicitly responsible for any content, advertisements and/or actions of these third parties, and the inclusion of any link does not necessarily imply affiliation, support, sponsorship, or use of such content by the PORTINARI PROJECT.

6.2 The PORTINARI PROJECT reserves the right to register requests for the USER to remove all links or any specific link created by the USER that redirects to PORTINARI, and the USER must immediately comply with the request.

7. Guarantees and Restrictions

7.1 The PORTINARI PROJECT shall not be held liable for any damages or viruses that may infect the computer, or equipment, or other property, arising from the USER's access to this Site, their browsing or downloading of information.

7.2 For your own safety, we recommend that you always have an up-to-date antivirus program and carefully read the "Internet Safety Booklet", available at <http://www.nbso.nic.br/docs/cartilha/>.

7.3 The PORTINARI PROJECT does not recommend the use of access providers with low technical capacity, including with regard to their security system, as they can easily suffer attacks and illicit invasions, directing USERS to false sites with the aim of improperly obtaining their data for use in future fraudulent acts. In this way, regardless of the access provider used by the USER, the PORTINARI PROJECT is not responsible for this type of crime committed in the virtual environment, and any and all responsibility should fall on the provider used. However, in the event that the USER identifies any fraud or attempted fraud, they must immediately inform the PORTINARI PROJECT, so that it can take the measures within its power to protect the USER.

7.4 The PORTINARI PROJECT is not responsible for any loss or damage that the USER may suffer or cause as a result of irregular and/or negligent use of the information made available to them (Content), for any reason beyond PORTINARI PROJECT's control.

7.5 The USER declares that he/she is aware that the systems available to connect to the addresses where the services are made available are subject to failures and interruptions, exempting the PORTINARI PROJECT from any responsibility.

8. Privacy Policy

8.1. When accessing this Site, specific information about the USER, such as Internet protocol (IP) addresses, browsing on the Site, user software and browsing time, along with other similar information will be stored on PORTINARI PROJECT's servers. Such information will be used by the PORTINARI PROJECT for statistical purposes only and will not be available for general access.

8.2 The PORTINARI PROJECT will not provide any registration information about the USER to third parties. However, the USER must be aware that, should they be formally requested to do so by competent administrative (including police) or judicial authorities, the PORTINARI PROJECT will feel obliged to provide such data, within legal limits.

8.3 The PORTINARI PROJECT uses security tools, but is not liable for any data leaks resulting from hacker attacks.

9. Penalties

9.1 The USER expressly acknowledges that it is not permitted to use this Website for any purpose other than research, under penalty of being held civilly and criminally liable for any damage caused.

9.2 If the USER fails to comply with any of the provisions of these Terms of Use when using this Website, they will be subject to temporary or definitive blocking of their access, at the sole discretion of the PORTINARI PROJECT, regardless of prior notice.

9.3. The USER agrees to indemnify the PORTINARI PROJECT, in the event of actions, claims, liabilities, losses, damages, costs, demands, and expenses

arising from the USER's use of this Website, including, but not limited to, any claim related to the breach of any of the provisions of the Terms and Conditions of this Website.

10. General Provisions

10.1 Tolerance of any infractions of any of the clauses of this Agreement shall not induce novation or waiver of the rights conferred herein and shall only constitute a mere liberality on the part of one of the parties.

10.2 This Agreement represents the entire agreement between the PORTINARI PROJECT and the USER with regard to the rights and obligations set out herein and supersedes any previous understandings. There are no representations, warranties, agreements or conditions not specifically stipulated herein.

10.3 Should any of the provisions of these Terms be deemed invalid or ineffective, all others shall remain in full force and effect.

10.4 All communications required to comply with these Terms and Conditions must be sent by email to juridico@portinari.org.br.

10.5 The USER expressly declares, under penalty of law, that he/she has full legal capacity to accept these Terms of Use.

10.6 These regulations are drawn up in strict compliance with the principles of probity and good faith, and under no circumstances do they constitute an abuse of rights.

11. Applicable Law and Jurisdiction

11.1 These Terms and Conditions of Use are governed by the laws of the Federative Republic of Brazil. Its text shall be interpreted in the Portuguese language and the USERS of the Site submit to the Central Court of the District of the Capital of the State of Rio de Janeiro.

12. Queries

12.1 The USER may stop using this Site at any time. Should the USER have any questions regarding this document, he/she should contact us via the Contact section or by email at juridico@portinari.org.br.