

Data Usage and Disclosure Guide

Last Update → August 2026

IBOPE

1. The CLIENT agrees to keep all data received as a result of the Services provided by Ibope strictly confidential, without disclosing such data to third parties or using Ibope Information in any manner other than as provided in this Guide.

2. The CLIENT agrees not to sell, lend, lease, give, exchange, or otherwise transfer and/or distribute, except as permitted herein, the whole or part of any data file, information, or report provided by Ibope as a result of the Services, or any copy thereof, to any non-subscriber, including the CLIENT's partners, without Ibope's prior written consent. The transfer restriction provided herein also applies to any company belonging to the CLIENT's economic group, such as the CLIENT's controlled companies, holding companies, subsidiaries, branches, affiliates, or linked entities.

3. The CLIENT may, however, disclose only limited excerpts representing summarized/consolidated results of Ibope information in PDF format (i.e., Ibope information that is not provided with regularity, quantity, or quality sufficient to have independent commercial value), provided that any disclosure is accurate and not presented by the CLIENT in a manner that could mislead the recipients thereof. Conversely, Ibope shall not be held liable for any information generated independently that has not been previously and expressly approved by Ibope, and the CLIENT shall indemnify Ibope for any losses and damages arising therefrom. Disclosure rules can be found in the agreement executed with Ibope as referenced therein.

4. The CLIENT represents that the CLIENT operates in the advertising market and agrees to use the Services provided solely in pursuit of such commercial interests. Both Parties agree that, following execution of the agreement, the CLIENT may disclose exclusively consolidated reports based on portions of Ibope Information provided, within the CLIENT's business practice:

a. To the CLIENT's own internal team;

b. To advertising clients (solely to support media planning and buying) and prospective clients for whom the CLIENT performs media planning and/or buys creative agency and full-service agency services;

b.1. The CLIENT may not share non-aggregated databases with advertisers acting as media entities that use the data for ad acquisition, sales, or placement.

c. Outdoor Media Exhibitors, movie theaters, online media publishers/owners, TV channels (Free-to-Air or Pay TV), media and streaming platforms, local or national newspaper publishers, and magazine publishers.

4.1. Service companies/entities and consultancies not mentioned in items 'a.' to 'c.' above must be verified on a case-by-case basis upon Ibope's express confirmation that such company also subscribes to the same data.

5. Information may be shared by the CLIENT with individuals not mentioned above only after obtaining Ibope's prior written approval, which may be withheld at Ibope's sole discretion. At Ibope's sole discretion, Ibope may refuse to enter into such an agreement or grant any third parties access or rights to Ibope information, and Ibope reserves the right to charge for any such access. Ibope is not responsible for the accuracy of any derived information produced by third parties from Ibope information.

6. Unless expressly and previously authorized by Ibope, the CLIENT may not integrate the subscribed data into the CLIENT's Marketing Mix Modeling (MMM) or other data science services, and agrees not to share, sell, disclose, offer, and/or allow any third parties (partners/clients/advertisers) to access such data.

7. Any use of Ibope's Services and Information not expressly permitted by this Agreement or by a written agreement between the parties is prohibited. For the avoidance of doubt, the following entities are not authorized to receive or access Ibope information from the CLIENT: consultants, software solution providers, outsourced data processors, IT service providers, value-added data processors, media audit companies, and media monitoring companies.

8. Under no circumstances shall the total or partial data and information provided by Ibope be transferred to advertisers, even if they are CLIENT's customers, without Ibope's prior consent, except as strictly provided herein. Any use of Ibope's Service or Information by anyone other than the CLIENT for data modeling (internally or externally) or awareness tracking purposes is subject to a specific and separate agreement. The CLIENT must provide Ibope with the name and contact details of any person to whom the CLIENT intends to transfer or allow use of Ibope Information or Service elements (including creatives), so that Ibope may negotiate a specific agreement; and Ibope reserves the right to charge for such access.

9. If the CLIENT wishes to grant access to Ibope Information to an entity providing outsourced services to the CLIENT, the CLIENT must request Ibope's consent, which shall not be unreasonably withheld but may only be granted following execution of a 'third-party access agreement' or other strict confidentiality and usage restrictions.

10. The methodology and information provided in Ibope's Services remain the exclusive property of Ibope and shall be used and disclosed only within the limits provided herein. Ibope is the sole owner of all data provided to the CLIENT. The CLIENT shall not transfer its login or password information to any third parties, even to affiliated companies not expressly designated as users. Ibope's data shall not be loaded onto any third-party system without Ibope's prior approval.

The CLIENT is expressly expected not to present or transfer any data received to third parties, in whole or in part, nor grant access to Ibope's platforms to any unauthorized user.

The CLIENT shall not decompose, reverse engineer, sublicense, distribute, dispose of, modify, adapt, translate, or remove any proprietary or copyright notice from any Ibope Service or Information.

10.1. It is strictly forbidden to share raw databases, files directly exported from the product, or direct figures and results with companies that are not contracting clients of Ibope's Services.

10.1.1. Raw Databases: a set of data that has not yet been processed or organized, also known as source or primary data. These may be obtained through processing using Ibope software or through files in various formats such as XLS, CSV, or proprietary databases in Ibope-specific or data integration formats, such as API.

11. The CLIENT's public written or visual disclosures (including public promotions and advertising), as applicable, must properly reference any data provided by Ibope with respect to the exact dates and time periods covered by the cited data. In any case, the CLIENT shall be liable for any direct damage caused to Ibope as a result of improper, inaccurate, and/or false information. If a CLIENT publishes incorrect data, Ibope shall have the right to require the CLIENT to post an ERRATA or Retraction of such incorrect data within 5 days after receiving Ibope's notice, and such publication shall, at Ibope's sole discretion, appear in the same medium or through an alternative medium with similar reach.

12. In all cases, the CLIENT shall be liable for any direct damages caused by such persons' misuse of data contrary to the terms provided in this Guide. Furthermore, the Services Ibope provides may be suspended without prior notice in the event of a violation of the usage and confidentiality conditions set forth in the agreement.

13. The CLIENT agrees and pledges not to use, nor allow any third party to use, the data accessed by the CLIENT — whose usage rights are limited by Ibope, whether in whole or in part — for the purpose of training, evaluating, testing, improving, supporting, or developing any electronic learning (e-learning) models, artificial intelligence systems, or related technologies that generate or synthesize data or content without Ibope's prior express consent. This includes, without limitation, large language models (LLMs), generative AI systems, computer vision models, or recommendation algorithms.

13.1. The data Ibope provides to the CLIENT under this instrument shall be delivered solely and exclusively through the commissioned software. Without Ibope's prior written authorization, the CLIENT may not use data received through the commissioned services in other third-party programs or applications not subject to this agreement. The CLIENT may not combine the data with other data not obtained from Ibope or use third-party data within Ibope's proprietary software. The CLIENT's violation of the terms in this clause shall result in the payment of contractual fines and damages, as set forth in the Disclosure Rules.

13.1.1. Such authorization granted by Ibope may result in additional costs, which shall be added to the amount the CLIENT must pay for the commissioned services.

