

# FREEKEEK - TERMS OF USE

## Version 1.2

**Version date:** 2026-10-05

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The **Freekeek** platform is operated by **FREEKEEK 4E PLACES LAB LTDA.**, trade name **FREEKEEK 4E**, a Brazilian private limited liability company registered under CNPJ No. **69.122.866/0001-71**, with registered office at Rua Corticeira, 643, Hípica, Porto Alegre/RS, ZIP Code 91755-654, Brazil, hereinafter referred to as **“Freekeek,” “we,” “us,”** or **“our.”**

**Privacy and data protection:** [privacy@freekeek.app](mailto:privacy@freekeek.app)

**Legal matters, public authorities and intellectual property:** [legal@freekeek.app](mailto:legal@freekeek.app)

## 1. Purpose, scope and acceptance

These Terms of Use govern access to and use of the **freekeek.app** website, its mobile applications, pages, features, systems, profiles, Places, Marketplace and other services made available by Freekeek, collectively the **“Services.”**

Before creating an Account or using a feature that requires identification, the user must have a clear opportunity to access these Terms and the Privacy Policy. Acceptance of these Terms is a contractual act; the Privacy Policy is a transparency notice describing personal-data processing and **must not be treated as blanket consent** for all processing. Whenever a purpose legally requires consent, it will be requested separately and specifically.

By accepting these Terms, the user represents that they have read and understood them and agrees to comply with these Terms, feature-specific rules and applicable law. Freekeek may maintain an electronic record of the accepted version, date and time, language, Account and other elements strictly necessary to evidence the relationship and protect security.

Where an Account belongs to a minor, acceptance, authorization, assistance, linkage or supervision by a Legal Guardian will be required according to age, feature and applicable law, particularly the rules governing an Adolescent Account.

If the user does not agree with these Terms, they must not create an Account or use features that depend on acceptance.

Mandatory legal rules, including data protection, child and adolescent protection, consumer protection and public-order rules, prevail over any incompatible contractual provision.

## 2. Key definitions

For purposes of these Terms:

- **Account** means an access registration for the Services maintained by a natural person or organization, according to the categories described in these Terms.
- **Personal Account** means an Account intended for an adult natural person.
- **Organization Account** means an Account intended for a company, association, institution, public entity, establishment, project, brand, organized group or other organization legitimately represented by an authorized person.
- **Adolescent Account** means an Account intended for a natural person aged 13 to 17, subject to the age-specific protections, limitations and rules set out in these Terms and applicable law.
- **Legal Guardian** means a parent, guardian, custodian or other person legally authorized to represent, assist or supervise a minor.
- **Pet Profile** means a profile linked to and managed by an adult Personal Account in order to represent a pet. A Pet Profile is not a person, does not enter into contracts and does not have independent access to the Services.
- **Place** means a Freekeek page or object associated with a location, geographic area, establishment, institution, point of interest, community or other spatial context.
- **Place Manager** means a user or authorized representative permitted to manage certain data and features of a Place after approval or verification by Freekeek. Management does not amount to ownership of real estate, an establishment, a name, a trademark or third-party data.
- **User Content** means content submitted, posted, created or shared by a user, including text, images, videos, comments, reviews and other materials.
- **Third-Party Content** means content originating from other users, providers or external sources, including content made available through mapping and location services.
- **Marketplace** means the area intended for publishing and discovering listings, opportunities, products, services, real estate, vehicles and other enabled categories.

### 3. Nature of Freekeek

Freekeek is a social network organized around people, organizations and **Places**, designed to enable discovery, interaction, content sharing and connections with real-world and geographic contexts.

A Place may represent, among other examples, a country, state, city, neighborhood, street, square, park, school, university, commercial establishment, institution, tourist attraction, condominium, recurring event or another point of interest compatible with the platform rules.

The existence of a Place does not, by itself, mean that the person, organization, owner, possessor, administrator, public authority or other party associated with the location created, approved, claimed, sponsored or maintains a commercial relationship with Freekeek.

## 4. Eligibility and general registration requirements

Users must provide truthful, current and sufficient information for the operation and security of the Account, without prejudice to the legitimate use of a social name, artistic name or pseudonym where the feature allows it.

It is prohibited to create an Account with the intention to deceive, commit fraud, falsely claim an identity or authority, unlawfully impersonate a third party or create a false appearance of affiliation with a person, company, institution or public authority.

Freekeek may request confirmation of identity, age, authority to represent, organizational affiliation or other information when there are reasons relating to security, fraud prevention, legal compliance, protection of minors, Place administration or Account recovery.

## 5. Account types

### 5.1 Personal Account

A Personal Account represents a natural person aged 18 or older, unless the registration is classified as an Adolescent Account.

The account holder is responsible for protecting credentials, actions performed through the Account and the accuracy of the information provided, except in proven cases of unauthorized access or other circumstances provided by law.

### 5.2 Organization Account

An Organization Account represents an organization and not the personal identity of the administrator operating it.

A person who creates or administers an Organization Account represents that they have sufficient authority to act on behalf of the organization on the platform. Freekeek may request evidence of that authority and may transfer, limit or revoke administrative privileges in the event of a dispute, loss of affiliation, fraud, misuse or a valid order.

An organization may have more than one administrator where the feature is available. Administrators do not acquire rights in the organization's trademark, establishment, assets or other property merely because they manage the Account.

### 5.3 Adolescent Account

An **Adolescent Account** is intended for users aged 13 to 17 and clearly identifies the Account category subject to specific protections applicable to minors.

Freekeek does not provide, in this version of the Services, an independent Account for children under 13. This choice also avoids characterizing the general Freekeek experience as a service specifically directed to children. If a specific experience for that age group is introduced in the future, it will require prior legal, technical and contractual review, including review of restrictions applicable to third-party services integrated into the platform, before launch.

In Brazil, Accounts belonging to children and adolescents **up to and including 16 years of age** must remain linked to the Account of a Legal Guardian, in accordance with applicable law. Users aged 17 remain subject to protections applicable to minors and may require assistance or authorization from a guardian for specific legal acts or features.

Adolescent Accounts will be subject to more protective default settings, parental supervision controls, restrictions on communications, geolocation, recommendations, transactions and other safeguards required by law or adopted by Freekeek according to the user's age and the risk presented by a feature.

### 5.4 Pet Profile

A **Pet Profile** is not an independent Account. It must be linked to a Personal Account belonging to an adult user responsible for creating and managing it.

The person responsible for a Pet Profile is responsible for the content posted, the legitimate use of images and information, and respect for third-party rights. A Pet Profile may not be used to conceal a person's identity, bypass restrictions applicable to Accounts, conduct transactions in its own name or lead others to believe that an animal has legal capacity or independent access to the platform.

Information published through a Pet Profile may indirectly reveal information about the responsible person, including routines, location, residence or personal relationships, and the user should therefore carefully assess the audience of posts.

## 6. Children, adolescents, age and parental supervision

Freekeek is a general-audience service and **is not directed to children under 13**. In this version of the Services, the minimum age for an individual Account is 13, without prejudice to a higher threshold imposed by mandatory local law.

Users aged 13 through 17 use an **Adolescent Account**. In Brazil, Accounts belonging to children and adolescents **up to and including age 16** must remain linked to the Account of at least one Legal Guardian as required by applicable law. Users aged 17 remain minors and continue to receive applicable protections, including assistance or authorization where legally required for particular acts.

For users under 18, Freekeek may implement proportionate mechanisms for age declaration, estimation, assurance or verification and procedures to contest or correct an inaccurate age classification.

Data collected solely for age assurance or verification will be used only for that purpose and processed under necessity and data-minimization principles. Where law or regulation requires an image or copy of an identification document to be deleted after the required age information is extracted, Freekeek will comply.

Adolescent Accounts should operate by default with a high level of age-appropriate privacy and security, including restrictions or controls concerning communications with unknown users, geolocation, recommendations, notifications, public exposure, transactions and other higher-risk features. Parental supervision tools will be implemented as required by law and should provide clear, proportionate controls without interface patterns designed to induce weakening of safeguards.

Freekeek may temporarily suspend an Account where there are reasonable indications that a minor is using the Services contrary to age requirements, subject to an appropriate verification and review process where applicable.

Any future experience specifically directed to children under 13 may only be launched following prior legal, technical, security, privacy and third-party contract review. Until such review occurs, no independent Account is available for this age group.

## **7. Account security and administration**

Users must keep passwords, recovery codes and authentication mechanisms confidential and use reasonable measures to protect their Accounts.

It is prohibited to sell, rent, assign or transfer an Account in a manner intended to circumvent identity, age, security or representation rules, except through official transfer mechanisms made available by Freekeek for Organization Accounts or Places.

Freekeek may block sessions, require re-authentication, reset permissions or adopt other preventive measures in response to indications of compromise, fraud, abusive automated access or security risk.

## **8. Places: concept, origin and legal independence**

Places are part of Freekeek's own structure for organizing information, content and interactions by geographic or institutional context.

A Place may be created or identified using information supplied by users, Freekeek's own data, public sources, organizations, technical integrations or external services lawfully used.

Creation or maintenance of a Place does not constitute a statement of ownership, possession, business title, official registration, representation, certification, endorsement or

partnership with the person or organization associated with the location.

Freekeek may maintain Places relating to matters and locations of public or community interest even where no Place Manager exists, subject to rights of correction, privacy, intellectual property and other rights protected by law.

## 9. Google Maps Platform and Places API

Freekeek may integrate **Google Maps Platform**, including the **Places API**, for specific functions involving search, identification, location, matching or display of places and points of interest.

Freekeek may therefore include features and content provided by Google Maps. A user's use of Google Maps features and content is subject to the then-current **Google Maps/Google Earth Additional Terms of Service** and **Google Privacy Policy**. The interface must preserve any attribution, branding, links and notices required by Google Maps Platform and may not remove, obscure or alter them.

**A Freekeek Place is a Freekeek platform entity and is legally distinct from any location, listing, profile or content maintained by Google.** The integration does not transfer ownership rights in Google content to Freekeek or a user, does not create a representation relationship between Freekeek and Google, and does not make management of a Freekeek Place equivalent to management of a Google Business Profile or any other Google product.

Freekeek may store, reuse, cache or combine Google Maps Platform content only to the extent permitted by the then-current agreement and documentation. Identifiers expressly permitted to be stored, such as a **Google Place ID**, may be retained as a technical reference. Content subject to storage, caching, export, derivative-database or third-party-map restrictions must not be persisted or reused beyond what is expressly authorized.

Freekeek's own Place catalogue and Place data must have an independent legitimate source. Freekeek **must not use Google Maps content to create or augment a persistent listings or directory database where such use is prohibited by Google Maps Platform terms**. Persistent Freekeek Place information may instead originate from users, verified representatives, lawfully usable public sources, licensed sources or data legitimately produced by Freekeek.

When Google Maps Platform content is displayed, it must be clearly identified as such and used in accordance with applicable attribution and presentation requirements. An API response does not, by itself, become Freekeek-owned data.

## 10. Creation, existence and maintenance of Places

A Place may be created by Freekeek, suggested by a user or identified through technical matching processes involving permitted external sources.

When suggesting a new Place, users must avoid deliberate duplication, false information, unnecessary personal data, abusive exposure of residential addresses, offensive names or content intended to harass, embarrass or endanger others.

Freekeek may refuse, merge, rename, recategorize, restrict, archive or remove Places where there is duplication, material error, safety risk, rights infringement, nonexistence, fraud, a material change concerning the location, non-compliance with third-party rules or another legitimate reason.

Closure of an establishment does not necessarily require immediate deletion of a Place because the page may retain historical, community or informational value. In such cases, the Place may be marked closed, inactive, historical or with an equivalent status.

## 11. Requesting Place management and verification

Freekeek uses the expression **“Request Place Management”**, or an equivalent expression, rather than “claim ownership of the Place,” because administration of a digital page does not represent ownership of the real-world location.

A person who demonstrates a legitimate connection and authority to represent the establishment, company, institution, project or entity associated with a Place may request management access.

Freekeek may request verification evidence such as access to a corporate communication channel, an institutional domain, documents, public records, commercial information, evidence of role, validation by an existing responsible person or another reasonable and proportionate method.

Geographic or community Places, such as cities, neighborhoods, streets and public areas, generally do not have a private “owner.” Public bodies or entities may request identification as official representatives upon adequate verification, without thereby acquiring control over legitimate community expression or User Content.

Verified Place management may allow editing of certain Freekeek-owned information, posting as a representative, responding to interactions or using administrative tools. It does not authorize removal of legitimate third-party reviews, comments or posts merely because the manager disagrees with them and does not grant control over third-party content or external sources.

Freekeek may permit multiple managers, resolve administration disputes, suspend privileges or transfer management where there is stronger evidence of legitimacy, a change in representation, fraud, abuse or a legal order.

## 12. Corrections, duplicates, disputes and removal of Places

Users and organizations may report errors, duplicates, name changes, closures, incorrect locations or misuse of identity relating to a Place.

Where disputed information originates from an external provider, Freekeek may also direct the interested party to use the correction or reporting mechanism offered by that provider because a change made on Freekeek does not necessarily change the external source.

Removal requests will be assessed according to the nature of the Place, public interest, personality rights, data protection, intellectual property, security risks and other applicable rules. The mere existence of a factual page about an establishment or public location does not, by itself, create an automatic right to deletion, without prejudice to specific legal rights.

## 13. Location, privacy and safety associated with Places

Following, virtually visiting, interacting with or posting to a particular Place may reveal user interests, habits, relationships or location inferences.

Users must not publish precise location, residential addresses, routines or third-party information in a way that creates a safety risk, particularly for children, adolescents or vulnerable persons.

For Adolescent Accounts, geolocation and location-sharing features may remain restricted or disabled by default, depending on applicable law and supervision settings.

## 14. User Content and intellectual property rights

Users retain the rights they hold in photographs, videos, text, audio, reviews and other User Content.

By making User Content available on Freekeek, the user grants Freekeek a **non-exclusive, worldwide, royalty-free license limited to the purposes of the Services**, for as long as the content remains available or for the period technically and legally necessary, to host, store, reproduce, process, technically adapt, convert formats, transmit, display and distribute such content according to the selected audience, the features used and the user's instructions.

The license may be sublicensed to processors and technology providers only to the extent necessary to operate the Services.

Freekeek does not acquire ownership of User Content. These Terms also do not constitute general authorization to use private content in advertising or to train generative artificial intelligence models. If such a purpose is ever adopted, it will require an appropriate legal basis, transparency and controls before implementation.

The user represents that they possess the rights, licenses or authorizations necessary to publish the content made available and must respect copyrights, trademarks, image and voice rights, privacy and other third-party rights.

## 15. Audience, public content and indexing

Freekeek may offer audience choices such as Public, Place, Followers, groups defined by a feature or Private.

Content marked **Public** may be accessible without login, displayed on public pages, shared by other users and indexed by search engines or automated services where technically enabled.

Content made public may be copied, captured, quoted or redistributed by third parties outside Freekeek's control. Later changing the audience or deleting content from the platform does not guarantee deletion of copies lawfully made by third parties.

## 16. Content and conduct rules

The Services may not be used to carry out, promote, organize or facilitate unlawful activity or infringement of rights.

Without limiting other specific rules, users may not publish or use Freekeek for:

- sexual exploitation or abuse of children or adolescents, grooming, kidnapping or sexual content involving minors;
- non-consensual intimate content, sexual extortion, unlawful stalking, threats or harassment;
- incitement or facilitation of unlawful violence, terrorism or organized crime;
- unlawful discrimination, targeted attacks or dehumanization of protected groups;
- fraud, scams, phishing, forgery, deceptive manipulation or unlawful impersonation;
- unlawful disclosure of personal data, doxxing or disclosure of location that puts people at risk;
- malware, system compromise, spam, coordinated manipulation or artificial creation of engagement;
- infringement of copyright, trademarks, trade secrets or other intellectual property rights;
- trade in goods, services or activities prohibited by law or Marketplace rules;
- automation, scraping, mass collection, reverse engineering or unauthorized access contrary to these Terms; or
- abusive use of reporting mechanisms for censorship, harassment, retaliation or fraud.

Context may be considered during moderation, including journalistic, scientific, educational, artistic, documentary, satirical or legitimate reporting material, subject to applicable law.

## 17. Reports, moderation, measures and appeals

Users may report User Content, profiles, messages, listings or Places through reporting mechanisms made available on the platform and, where appropriate, through the legal channels identified in these Terms.

Freekeek may review reports through human and automated means and, depending on the nature, severity, context and available evidence, remove or disable content, reduce distribution, restrict contacts, block features, require verification, preserve records, suspend or terminate Accounts and take other proportionate measures.

Urgent action may be taken immediately where necessary to protect people, especially children and adolescents, prevent fraud, protect the integrity of the Services, comply with a valid order or address manifestly unlawful or severe-risk content where prompt action is required by applicable law.

Freekeek may receive and assess extrajudicial notices. To enable an appropriate review, the requesting party should, where possible, provide sufficient identification of the content or Account, its location or URL, an objective description of the legal or rights-based basis for the request, minimum evidence of standing and contact information. Submitting a notice does not automatically require removal; the decision will take into account applicable law, context and reasonable diligence.

Where required by law or otherwise appropriate, an affected user may receive information about an enforcement action, its essential basis and available review or appeal mechanisms, except where disclosure could prejudice an investigation, security, third-party rights or a legal requirement.

Deliberate abuse of reporting or notice mechanisms, including for censorship, harassment, fraud or retaliation, may result in restrictions and other appropriate measures.

## 18. Copyright, trademarks and legal notices

The name **Freekeek**, the trade name **FREEKEEK 4E**, logos, visual identity, software, source code, interfaces and other intellectual assets are owned by or licensed to Freekeek and protected by applicable law.

Nothing in these Terms transfers such rights to users.

A person who believes that content on Freekeek infringes copyright, trademark or another intellectual property right should send a sufficiently detailed notice identifying the claimant, the protected right, the challenged content and supporting information to **legal@freekeek.app**.

Freekeek may request additional information and may remove or restrict content where legally justified, while preserving available rights of challenge.

## 19. Marketplace

The Marketplace may allow publication and discovery of listings concerning vehicles, real estate, products, services, job vacancies, opportunities, rentals, donations, wanted listings and other enabled categories.

Unless a feature expressly provides otherwise, Freekeek is not the owner of listed goods, buyer, seller, employer, employee, real-estate broker, financial institution or payment intermediary in transactions entered into directly between users.

Professional advertisers and suppliers remain responsible for compliance with consumer, e-commerce, tax, professional, real-estate, licensing and other applicable legal obligations.

It is prohibited to advertise goods or services that are illegal, stolen, counterfeit, fraudulent, unlawfully dangerous or subject to an authorization that the advertiser does not have.

Freekeek may restrict categories, impose limits, require additional verification and remove listings that create legal, safety or fraud risks.

Adolescent Accounts may not enter into commercial transactions in their own name through Marketplace and may have listing, contact or negotiation features restricted or disabled.

## 20. Transactions between users and safety

Before making a payment, delivering property, hiring a service, visiting real estate or meeting another user, the parties should exercise appropriate diligence and verify identity, legitimacy, documents, conditions and the safety of the transaction.

Freekeek does not guarantee the identity, solvency, quality, ownership, availability, safety or delivery of third-party goods and services, without prejudice to any liability that may legally apply to Freekeek in a particular case.

## 21. Advertising, sponsored content and paid features

Freekeek may in the future provide advertising, sponsored content, promoted posts or paid features, appropriately identifying them and applying specific terms where necessary.

The introduction of new forms of advertising or data processing for personalization will be accompanied by the transparency updates and controls required by applicable law. Profiling of children and adolescents for commercial advertising targeting is prohibited where applicable law prohibits it.

## 22. Third-party services and content

Certain features may depend on third-party services, APIs, libraries, payment systems, maps, communications, authentication, storage or other resources.

Use of third-party features may also be subject to the provider's terms and policies. Freekeek does not fully control independent services and is not responsible for conduct exclusively attributable to third parties, except for liabilities that cannot be excluded by law.

## 23. Permitted technical use and automation restrictions

Users may not attempt to access non-public areas, circumvent security controls, exploit vulnerabilities, overload the Services or use robots, crawlers, scripts, scraping, mass collection or unauthorized interfaces contrary to available functionality or without Freekeek's express authorization.

The fact that content is public does not constitute unrestricted authorization to copy it, create parallel databases, commercialize it or use it in violation of user, Freekeek or third-party rights.

## 24. Availability, development and changes to the Services

Freekeek may create, modify, test, limit, replace or discontinue features, including for legal compliance, security, technical improvement or product development.

Temporary outages may occur due to maintenance, failures, incidents, external providers, force majeure or other circumstances reasonably outside Freekeek's control.

Changes that materially affect user rights will be communicated where required or appropriate.

## 25. Account suspension, termination and deletion

Users may request closure or deletion of an Account through available mechanisms.

Freekeek may limit, suspend or terminate Accounts for violations of these Terms, fraud, safety risk, unlawful activity, repeated abuse, false representation, failure to complete necessary verification, an order from a competent authority or another legitimate cause.

Where legally appropriate and compatible with protection of third parties, Freekeek may provide information about the measure and a review mechanism.

Account deletion does not prevent retention of data strictly necessary for compliance with legal obligations, preservation of records, security, fraud prevention or the establishment, exercise or defense of legal claims.

## 26. Records, public authorities and preservation of information

Freekeek will retain access logs and other records where retention is required by applicable law, subject to appropriate security, confidentiality, integrity and access controls. In Brazil, application access logs will be retained for the legally applicable period, including the minimum six-month period when Article 15 of the Brazilian Civil Rights Framework for the Internet applies, without prejudice to longer preservation supported by a valid legal basis.

Freekeek may preserve information related to reports, incidents, fraud, security, moderation, acceptance of legal documents or disputes for the period necessary to comply with law, protect rights or evidence the legal relationship, subject to necessity and proportionality.

Information may be disclosed to public authorities where required by law, a valid judicial order or another appropriate legal basis. Formal requests should be directed to **legal@freekeek.app**.

## 27. Liability and third-party content

Freekeek uses reasonable efforts to maintain secure and functional Services but does not guarantee that all third-party content is true, complete, current or suitable for a particular purpose.

Users are responsible for the content they publish, the information they provide and the transactions they conduct.

Nothing in these Terms excludes or limits liability that cannot be excluded under Brazilian law or another mandatory rule, particularly in relation to data protection, protection of minors and consumer protection.

To the extent permitted by law, Freekeek is not liable for loss caused exclusively by independent conduct of a third party over which it has no control and in relation to which it has complied with applicable legal duties.

## 28. International application

Freekeek is operated by a company incorporated in Brazil and these Terms use the law of the Federative Republic of Brazil as their primary contractual framework.

International availability of the platform does not eliminate mandatory rights that the law of the user's country or territory makes applicable to the relationship.

The primary application infrastructure is located in **Canada**. Certain technical processing occurring in that jurisdiction may be subject to mandatory local rules applicable to infrastructure and processing, without replacing Freekeek's obligations under Brazilian law.

Where the territorial criteria of other mandatory regimes are met, including data-protection or consumer rules of other countries, Freekeek will observe the rights that legally apply to the relevant processing or relationship.

The mere technical ability to access the platform from a particular country does not, by itself, mean that every law of that country applies to Freekeek.

## **29. Governing law and jurisdiction**

These Terms are governed by the laws of the Federative Republic of Brazil, without prejudice to mandatory foreign rules that legally apply to a particular case.

Where a consumer relationship exists, statutory rules on jurisdiction and the consumer's right to use the forum guaranteed by applicable law remain preserved.

In other cases where contractual selection of forum is valid, the courts of Porto Alegre, Rio Grande do Sul, Brazil are elected.

## **30. Updates, versioning and history**

These Terms may be updated to reflect legal, regulatory, security, business or feature changes.

Each published version must have a version number, effective date and preserved content. A published version should not be silently edited; subsequent corrections or changes must produce a new version or another formally identifiable revision.

Where a material change requires renewed acceptance, the user will be informed and may be required to accept the updated version before continuing to use features that depend on the updated instrument. Editorial or clarity-only changes that do not materially alter rights and obligations may be communicated without renewed acceptance where legally appropriate.

Freekeek will maintain a history of prior versions for transparency, audit and evidence of the terms applicable during each period. The version identified as current on the platform will be used for new acceptances, subject to mandatory law and accrued rights.

## **31. General provisions**

These Terms, together with the Privacy Policy and specific rules incorporated by reference, form the general contractual framework governing use of the Services.

If a provision is held invalid or unenforceable, the remaining provisions remain in force to the maximum extent permitted by law.

Failure by Freekeek to immediately exercise a right does not constitute a permanent waiver of that right.

A user may not transfer rights or obligations arising from an Account contrary to these Terms. Freekeek may transfer rights and obligations in a corporate reorganization, merger, acquisition or equivalent transaction, subject to legally required safeguards and notices.

Nothing creates a partnership, agency, commercial representation, employment relationship or joint venture between Freekeek and a user, except where a specific contract expressly provides otherwise.

Force majeure events or circumstances reasonably outside the parties' control will be assessed under applicable law.

## 32. Contact and languages

**Privacy and data protection:** [privacy@freekeek.app](mailto:privacy@freekeek.app)

**Legal matters, public authorities and intellectual property:** [legal@freekeek.app](mailto:legal@freekeek.app)

These Terms may be made available in Portuguese, English and Spanish. The **Brazilian Portuguese** version is the authoritative legal text. In the event of a translation inconsistency, the Portuguese version prevails, without prejudice to mandatory rights granted to the user under applicable law.

## Security addendum — Passkeys and strong authentication

Where available, a user may register a **Passkey** as an optional sign-in method. Freekeek may require a password, second factor, recovery code, or renewed authentication for sensitive operations even when a Passkey was used. Using a Passkey does not automatically disable two-factor authentication configured on the Account.

Users are responsible for protecting their devices, synchronisation accounts, credential managers, and physical security keys. A Passkey may be synchronised by the operating system or provider selected by the user, subject to that third party's terms. Loss of a device or credential does not guarantee automatic Account recovery.

If a device is lost, sold, discarded, or shared, the user must promptly remove the Passkey from Freekeek and from the corresponding device or credential manager. Removal from only one environment may not delete the other copy. Freekeek may block or invalidate credentials where compromise is suspected.

Freekeek support will never request a fingerprint, facial image, device PIN, private key, password, two-factor authentication code, or recovery code. Users should distrust such requests and report them through official channels.

## Privacy addendum — measurement, cookies and advertising

During general browsing, Freekeek **does not load Google Ads, Google Analytics, Google Tag, or equivalent third-party technology to measure audiences, conversions, or advertising**. Freekeek's own cookies and technologies may continue to be used where necessary for authentication, sessions, security, fraud prevention, language, theme, user-requested functionality, and other compatible purposes described in the Privacy Policy.

Freekeek may produce its own operational metrics and aggregate statistics from records needed to operate and secure the Services, subject to purpose limitation, necessity, transparency, security, and the applicable legal basis. These metrics do not authorise cross-site behavioural tracking or third-party advertising profiles.

Acceptance of these Terms or acknowledgment of the Privacy Policy **does not constitute consent to future behavioural advertising, Google Ads, conversion tags, or other optional trackers**. If such technology is introduced, Freekeek will conduct a new legal assessment and provide the notices, choices, and consent or objection mechanisms required by applicable law before activating it.

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