

Operag

Legal Pack 2026 Edition

Terms of Service · Privacy Policy · Cookie Policy · Data Processing Agreement ·
Acceptable Use Policy · Disclaimers

Effective date: 19 April 2026

This document consolidates the legal framework governing your use of operag.com, the Operag Client Portal and any service we provide. For specific engagements, the executed MSA / SOW prevails. This pack does not constitute legal advice — consult qualified counsel for your jurisdiction.

Operating offices: Buenos Aires · Santiago | Representation: Toronto · Miami · Shanghai

legal@operag.com · privacy@operag.com

Table of contents

1. Terms of Service

2. Privacy Policy

3. Cookie Policy

4. Data Processing Agreement (DPA)

5. Acceptable Use Policy

6. Disclaimers

1. Terms of Service

Effective date: 19 April 2026 · Operag

These Terms of Service (the **Terms**) govern your access to and use of operag.com, the Operag Client Portal and any services we provide (the **Services**). By accessing the Services you accept these Terms.

1.1. Parties & definitions

Operag means the Operag group of companies, with operating offices in Buenos Aires (AR) and Santiago (CL) and representation in Toronto, Miami and Shanghai. **Client / you** means the legal entity or individual accessing the Services on behalf of an organization. **Portal** means the authenticated client area at operag.com/portal.

MSA / SOW means a master services agreement or statement of work executed between Operag and a Client.

1.2. Eligibility & B2B nature

The Services are intended exclusively for business and professional use. By using them you represent that you are at least 18, you are acting on behalf of a legal entity you have authority to bind, the information you provide is accurate, and your use will comply with applicable laws. Operag may refuse, suspend or terminate access at its sole discretion.

1.3. Account & Portal access

- **Invitation-based.** Portal access is granted by invitation or upon approval of an access request.
- **Credentials.** You are responsible for keeping credentials confidential and for activities under your account.
- **No shared accounts.** Each account is personal to one named individual.
- **Suspension & termination.** Operag may suspend or terminate access for breach, legal reasons or end-of-engagement.

1.4. Engagement terms — MSA / SOW prevails

Paid consulting, operational, market-entry, BOT, franchise, distribution or co-investment services are governed by a separately executed MSA and SOW. In case of conflict between these Terms and a signed MSA / SOW, the MSA / SOW prevails for that engagement.

1.5. Intellectual property

- **Operag IP.** Operag retains all rights in the Services, methodologies, frameworks (Brand Diagnostic, Operag OS, LatAm Brand Index), trademarks and know-how.
- **Client IP.** You retain rights in your pre-existing materials and confidential information.
- **Deliverables.** Ownership and licensing are defined in the SOW. By default, custom deliverables may be used by the Client for internal business purposes; Operag retains underlying methodologies and may use anonymized learnings.
- **Feedback.** Operag may use feedback without restriction.

1.6. Confidentiality

Each party will keep the other's non-public information confidential, use it only for the engagement, and protect it with at least the same care it uses for its own (no less than reasonable care). Obligations survive termination for five (5) years; trade secrets are protected for as long as they remain trade secrets.

1.7. Fees & payment

Use of the public website and Portal is generally free. Fees for paid Services are set in the SOW (fixed fees, retainers, success fees, % of GMV, equity, or combinations). Unless stated otherwise: 30-day payment terms; amounts exclusive of taxes; late interest 1.5%/month or the maximum permitted by law, whichever is lower.

1.8. Warranties & disclaimers

Public website & Portal: provided "as is", without warranties of any kind. **Professional services:** performed with the skill and care expected of a professional firm; no specific business outcomes are guaranteed. **No regulated advice:** Operag is not a law firm, accounting firm, broker-dealer or investment adviser.

1.9. Limitation of liability

To the fullest extent permitted by law: no indirect, incidental, special, consequential, exemplary or punitive damages, or loss of profits / revenue / business / goodwill / data. Operag's aggregate liability is capped at fees paid in the prior 12 months, or USD 25,000 where no fees were paid. Caps do not apply to fraud, willful misconduct, gross negligence, breach of confidentiality, or IP infringement.

1.10. Mutual indemnification

Each party will defend, indemnify and hold the other harmless against third-party claims arising from breach of these Terms, violation of law, or third-party IP infringement by materials it provides — subject to prompt notice, sole control of defense and reasonable cooperation.

1.11. Term & termination

These Terms apply for as long as you use the Services. Either party may terminate access at any time. Termination of these Terms does not by itself terminate any signed MSA / SOW. IP, confidentiality, liability, indemnification and governing-law sections survive termination.

1.12. Force majeure

Neither party is liable for delay or failure to perform (other than payment) caused by events beyond reasonable control: natural disasters, war, civil unrest, pandemics, government action, sanctions, internet or utility outages, or material disruption of cross-border logistics.

1.13. Governing law & dispute resolution

Governed by the laws of the **Republic of Argentina**. Disputes: senior-executive negotiation (30 days) → mediation in Buenos Aires (30 days) → ICC arbitration, seat Buenos Aires, language English, one or three arbitrators. Either party may seek interim relief from any court of competent jurisdiction. Parties may agree in the MSA to a different jurisdiction or arbitral seat.

1.14. Changes to these Terms

Material changes notified at least 30 days in advance via the website or by email to Portal account holders. Continued use after the effective date constitutes acceptance.

1.15. Miscellaneous

- **Assignment:** not without consent, except in M&A.
- **Independent contractors:** no partnership, JV, agency or employment created.

- **Entire agreement** with the Privacy Policy and any signed MSA / SOW.
- **Severability:** remaining provisions stay in force.
- **Notices:** legal@operag.com.

2. Privacy Policy

Effective date: 19 April 2026 · Operag

How Operag collects, uses, shares and protects personal data when you visit operag.com, use our Portal, contact us, or engage with us. Compliant with GDPR, Brazil LGPD (13.709/2018), Argentina Ley 25.326, and Chile Ley 19.628 (2024 reform).

2.1. Data controller & contact

- **Privacy team:** privacy@operag.com
- **Brazil — Encarregado (DPO):** dpo-br@operag.com
- **Argentina — Responsable (Ley 25.326):** privacy@operag.com

2.2. Categories of data

Category	Examples
Identity	Full name, professional title, organization
Contact	Email, phone, country, LinkedIn URL
Professional	Role, industry, brand/fund profile, target markets, areas of interest
Account	Portal credentials, account type, role permissions, auth metadata
Engagement	Brief data, diagnostic answers, partner-fit responses, uploaded docs
Usage	IP, browser, device, pages, referrer, timestamps, basic analytics
Marketing	Email engagement, RSVPs, downloads, communication preferences
Financial (limited)	Billing entity, tax ID, payment refs — only for active engagements

We do not knowingly collect special-category data (health, racial origin, biometric, etc.) and ask you not to submit such data through forms or the Portal.

2.3. Sources

- Directly from you (forms, Portal, emails, calls).
- From your organization (colleague invitations).
- Automatically (cookies and similar technologies).
- Third parties (publicly available B2B databases, referrals, B2B enrichment).

2.4. Purposes & lawful basis

Purpose	Lawful basis
Respond to enquiries and route leads	Pre-contractual measures; legitimate interest
Provide the Portal and contracted Services	Performance of contract

Generate diagnostics, briefs, recommendations	Performance of contract; legitimate interest
Operate Operag's business: billing, audit	Legal obligation; legitimate interest
B2B insights and marketing	Legitimate interest with opt-out; consent where required
Improve Services and analytics	Legitimate interest
Comply with law, sanctions, KYC	Legal obligation
Defend legal claims	Legitimate interest

2.5. Sharing — subprocessors

We do not sell personal data. We share with vetted subprocessors under written agreements:

Provider	Purpose	Region
Supabase	Database, auth, storage	EU / US
Cloudflare	Edge hosting, CDN, security	Global edge
Odoo	CRM, billing, partner records	EU / hosted
Google / OpenAI (AI Gateway)	AI-assisted briefs (no training on your data)	US
Email provider (transactional)	Auth and engagement emails	US / EU
Analytics	Aggregated website analytics	EU / US

2.6. International transfers

Data may be transferred outside your country of residence. Where required, we rely on EU SCCs, UK IDTA, adequacy decisions, and equivalent mechanisms under LGPD (Resolução ANPD 19/2024) and Argentine law.

2.7. Retention

Data	Retention
Lead enquiries (no engagement)	24 months from last interaction
Active client / Portal accounts	Duration of relationship + 7 years
Billing & tax records	10 years (Argentina) / per local tax law
Marketing preferences	Until opt-out, then suppressed indefinitely
Server & security logs	12 months

2.8. Your rights

Access, rectification, erasure, restriction or objection, portability, withdraw consent, lodge a complaint. Authorities: EU/UK (local DPA), Brazil (ANPD), Argentina (AAIP), Chile (designated authority under 2024 reform). Write to privacy@operag.com — we respond within 30 days (extendable by 60 with notice).

2.9. Security

TLS encryption in transit, encryption at rest, role-based access, row-level security, audit logging, least-privilege, vetted subprocessors, periodic security reviews and incident response procedures. No system is completely secure.

2.10. Breach notification

We notify the competent authority within 72 hours where required, and affected individuals without undue delay where the breach is likely to result in high risk to rights.

2.11. Children

B2B Services not directed to anyone under 18. We do not knowingly collect children's data.

2.12. Changes

Material changes notified by email to Portal account holders or via prominent notice on the website.

3. Cookie Policy

Effective date: 19 April 2026 · Operag

Cookies are small text files placed on your device. We also use local/session storage and pixel tags.

3.1. Types we use

Type	Purpose	Duration
Strictly necessary	Authentication, security, CSRF protection — required for the Portal	Session — 7 days
Functional	Remember preferences (language, UI choices)	Up to 12 months
Analytics	Aggregated, anonymized statistics to improve content	Up to 13 months
Marketing	Campaign performance — disabled by default	Up to 12 months

3.2. Consent & control

Where required by law (EU/UK/Brazil), non-essential cookies load only after consent. You can withdraw consent at any time by clearing site data or contacting privacy@operag.com. You can also control cookies via browser settings — blocking strictly-necessary cookies may prevent the Portal from working.

3.3. Third-party cookies

Some cookies are set by third parties we use (auth, analytics, embedded video, CDN). These third parties operate per their own privacy policies.

4. Data Processing Agreement (DPA)

Effective date: 19 April 2026 · Operag

Applies where Operag processes personal data on behalf of a Client. Forms part of the Terms and any signed MSA. Where Operag acts as Controller (e.g., handling our own leads), the Privacy Policy applies instead.

4.1. Roles

Client = Controller. **Operag** = Processor. Each party complies with GDPR, LGPD, Ley 25.326, Ley 19.628 and other applicable laws.

4.2. Subject-matter, duration, nature & purpose

- **Subject-matter:** personal data necessary to deliver the Services in the MSA / SOW.
- **Duration:** term of the engagement plus retention periods.
- **Nature & purpose:** consulting, market entry, brief generation, partner matching, BOT execution, billing and CRM.
- **Data subjects:** Client's employees, executives, customers, partners, prospects.
- **Categories of data:** identity, contact, professional, engagement-related, limited financial.

4.3. Processing instructions

Operag processes data only on documented instructions from the Client (including international transfers), unless required otherwise by law (informing the Client unless prohibited).

4.4. Confidentiality & security

Personnel bound by confidentiality. Security: TLS 1.2+, AES-256 (or equivalent) at rest, RLS, MFA for admin access, audit logs, vetted subprocessors with SCCs, vulnerability scanning, incident response, tested backups.

4.5. Subprocessors

Client provides general written authorization for the subprocessors listed in the Privacy Policy. Operag imposes equivalent contractual obligations and remains liable for their acts. 30-day prior notice for additions / replacements; right to object on data-protection grounds.

4.6. Assistance with data-subject rights

Operag assists Client by appropriate technical and organizational measures, insofar as possible, to fulfill responses to data-subject requests.

4.7. International transfers

EU SCCs (Module Two — Controller to Processor) incorporated by reference, plus UK IDTA where applicable, and equivalent mechanisms under LGPD and Argentine law.

4.8. Personal data breach

Operag notifies the Client without undue delay (within 72 hours where feasible) with reasonably available information.

4.9. Audit rights

Operag makes available information necessary to demonstrate compliance. On-site audits: by an agreed independent auditor, max once per year (except after a material breach), at Client's expense, 30 days' notice, subject to confidentiality.

4.10. Return or deletion

On termination, at Client's choice, Operag returns or deletes all personal data processed on Client's behalf, unless retention required by law. Backups deleted on regular rotation.

4.11. Liability

Subject to the limitations in the Terms and signed MSA, except where applicable data protection law mandates otherwise.

5. Acceptable Use Policy

Effective date: 19 April 2026 · Operag

Conduct expected of users of operag.com and the Operag Client Portal. Supplements the Terms. Violations may result in suspension or termination without prior notice.

5.1. Prohibited conduct

- Reverse-engineering, decompiling or attempting to derive source code.
- Scraping, crawling or harvesting data via automated means without consent.
- Sharing account credentials or allowing access by anyone other than the named holder.
- Circumventing authentication, rate limits, security controls or RLS policies.
- Uploading malware, viruses or code intended to disrupt the Services.
- Submitting unlawful, infringing, defamatory, harassing or deceptive content.
- Sending unsolicited commercial communications (spam) or facilitating fraud, money-laundering or sanctions evasion.
- Impersonating any person or misrepresenting affiliation.
- Probing or testing vulnerabilities without coordination with security@operag.com.

5.2. User-submitted content

You are solely responsible for content uploaded (briefs, brand assets, NDAs, financials). You represent you have all rights to share such content with Operag and its subprocessors. Do not include special-category personal data unless explicitly required and pre-agreed.

5.3. Fair use & rate limits

Reasonable rate limits, file-size caps and quotas may be applied. Excessive consumption that disrupts other users may result in throttling or suspension.

5.4. AI-assisted features

Some Portal features rely on AI assistance for briefs and recommendations. Do not use them to generate illegal, infringing, harmful or deceptive content, or to extract confidential information about Operag's models, prompts or other clients.

5.5. Enforcement & reporting

Operag may investigate violations, suspend access, remove content and report unlawful activity. Report abuse: abuse@operag.com / security@operag.com.

6. Disclaimers

Effective date: 19 April 2026 · Operag

Apply to all content published on operag.com, generated through the Portal, or shared through engagements.

6.1. No investment advice

Operag is not a registered broker-dealer, investment adviser, fund manager or intermediary. Introductions to capital partners, family offices or co-investors are facilitated on a relationship basis and do not constitute the offer or solicitation of securities, investment advice or a recommendation. All investment decisions are made independently by the parties involved, who should obtain their own legal, tax and financial advice.

6.2. No legal, tax or accounting advice

Operag is not a law firm, accounting firm or tax adviser. Information shared through the Services is for general informational and strategic-planning purposes. Always engage local counsel and tax advisers before taking action.

6.3. Forward-looking statements

Reports, insights, the LatAm Brand Index, business cases and roadmaps may contain forward-looking statements regarding market sizes, growth, revenue projections and timelines. They reflect expectations based on assumptions and information at a given time, are subject to risks (macro, regulatory, currency, geopolitical) and may differ materially from actual results. Operag is under no obligation to update them.

6.4. Third-party content & referrals

The Services may include or reference third-party content, brands, partners, providers and links. Operag does not endorse and is not responsible for the accuracy, legality or quality of third-party content, products or services. Engagement with any partner is at your own discretion and risk.

6.5. Aggregate & anonymized data

Operag may aggregate and anonymize data derived from engagements and market interactions to publish indices, benchmarks and insights. Such data does not identify individual clients, brands or partners.

6.6. No guarantee of results

Market entry and operational performance depend on many factors beyond Operag's control. While Operag commits to professional standard of care, no specific business outcome is guaranteed. Past performance is not indicative of future results.

6.7. Regulatory & jurisdictional notices

The Services are intended for B2B users in jurisdictions where their use is lawful. You are responsible for compliance with applicable laws, including export controls, sanctions and sector-specific regulation.

End of Legal Pack

For questions or to exercise data-subject rights, contact:
legal@operag.com · **privacy@operag.com**

Operag — Buenos Aires · Santiago · Toronto · Miami · Shanghai
operag.com