aerosim

PRIVACY POLICY - AEROSIM PLATFORM

This Privacy Policy ("Privacy Policy") governs the collection, use, storage, and processing of personal data by FLUIDSIM SOFTWARE LTDA., a private legal entity registered under CNPJ No. 41.534.456/0001-19, headquartered in the city of Curitiba, State of Pará, Brazil, at Alameda Cabral, No. 475, São Francisco, ZIP Code 80410-064 ("AeroSim").

By accessing the AeroSim Platform, you freely, spontaneously, fully, and unreservedly acknowledge and consent to all the provisions of this Privacy Policy.

This Privacy Policy will always be available for reading and viewing on the public website aerosim.io.

1. INTRODUCTION

This Privacy Policy describes how AeroSim collects, uses, stores, shares, and protects personal data from individuals who access or use the AeroSim Platform ("Platform") and related services ("Services"), including the Client's legal representatives, administrators, and authorized users ("Client", "you", "your").

This Privacy Policy should be read together with AeroSim's Terms of Use, which governs the contractual relationship between AeroSim and the Client and contains additional provisions applicable to the processing of personal data within the scope of the Services.

AeroSim is committed to processing personal data in compliance with:

- Lei Geral de Proteção de Dados Pessoais - LGPD (Law No. 13.709/2018) and regulations issued by the Autoridade Nacional de Proteção de Dados ("ANPD"), including Resolution CD/ANPD No. 15/2024 (security incident notification) and Resolution CD/ANPD No. 19/2024 (international data transfers);
- General Data Protection Regulation - GDPR (EU Regulation 2016/679), to the extent applicable to data subjects located in the European Union or European Economic Area; and
- Other applicable data protection laws.

2. DEFINITIONS

For the purposes of this Privacy Policy:

- **"Personal Data":** any information relating to an identified or identifiable natural person.
- **"Processing":** any operation performed on Personal Data, including collection, use, storage, transfer, and deletion.
- **"Controller" (Controlador):** the entity that determines the purposes and means of Personal Data processing.
- **"Operator" (Operador):** the entity that processes Personal Data on behalf of and under the instructions of the Controller.
- **"Data Subject":** any natural person whose Personal Data is processed.
- **"Platform":** the AeroSim computational aerodynamic simulation platform, available in web (SaaS/cloud) or on-premise formats.
- **"Simulation Results":** the computational results generated through the Platform in response to Client-submitted inputs.
- **"Credits":** tokens pre-purchased by the Client and consumed per simulation run, as governed by the Terms of Use.

3. AEROSIM'S ROLES IN DATA PROCESSING

AeroSim may act in different capacities depending on the data and context:

3.1 Controller

AeroSim acts as Controller with respect to personal data it directly collects from the Client's representatives and users for account registration, billing, authentication, support, and Platform administration purposes.

3.2 Operator (Processor)

With respect to any personal data that the Client includes within simulation files, inputs, or project data submitted to the Platform, AeroSim acts as Operator, processing such data exclusively in accordance with the Client's instructions and the purposes established in the Terms of Use. In this capacity, the Client acts as the Controller and is solely responsible for ensuring that such data was lawfully collected and that there is a valid legal basis for its processing.

4. PERSONAL DATA WE COLLECT

4.1 Account and Registration Data
- Full name and job title
- Business email address
- Company name and industry sector
- Password (stored in encrypted form)
- Information on the legal representative's authority to bind the company

4.2 Billing and Subscription Data
- Billing address
- Payment method details (processed through authorized third-party payment processors; AeroSim does not store full payment card data)
- Selected Plan type, Credit balance, and transaction history
- Subscription status, renewal dates, and cancellation records

4.3 Simulation and Project Data

Where the Client submits personal data as part of simulation inputs, geometry files, or project configurations, such data is processed in AeroSim's capacity as Operator, as described in Section 3.2. AeroSim additionally collects and stores project metadata (names, tags, configuration settings) and the Simulation Results generated on the Platform.

4.4 Technical and Usage Data
- IP address and approximate geolocation
- Browser type, version, and device information
- Access timestamps, session duration, and navigation logs
- Error reports and diagnostic data
- Feature usage patterns

4.5 Support and Communication Data
- Contents of support requests submitted via the Platform's communication channels
- Records of correspondence with AeroSim's technical and commercial teams

5. LEGAL BASIS FOR PROCESSING

AeroSim processes personal data under the following legal bases, in accordance with Art. 7 of the LGPD and Art. 6 of the GDPR (where applicable):

5.1 Performance of a Contract (Art. 7, V, LGPD / Art. 6(1)(b), GDPR)

To create and manage your account, authenticate access, process payments and Credits, deliver Simulation Results, and provide technical support as contracted in the Terms of Use.

5.2 Legal Obligation (Art. 7, II, LGPD / Art. 6(1)(c), GDPR)

To comply with applicable laws and regulations, including Brazilian tax law, financial reporting obligations, ANPD requirements, and other regulatory mandates.

5.3 Legitimate Interests (Art. 7, IX, LGPD / Art. 6(1)(f), GDPR)

To maintain Platform security and performance, prevent fraud and unauthorized access, detect and address technical issues, improve Services, and establish, exercise, or defend legal claims, provided these interests are not overridden by the rights and freedoms of the Data Subject.

5.4 Consent (Art. 7, I, LGPD / Art. 6(1)(a), GDPR)

Where required by law, for optional communications such as marketing newsletters, or for non-essential cookies and tracking technologies. Consent may be withdrawn at any time without affecting the lawfulness of processing carried out prior to withdrawal.

6. HOW WE USE YOUR DATA

AeroSim uses personal data for the following purposes:

- **Account Management:** To register, authenticate, and manage user accounts and access permissions, including license allocation under the Client's Plan.
- **Service Delivery:** To store and process simulation inputs, execute computations, generate and deliver Simulation Results, and maintain project history on the Platform.
- **Billing and Payments:** To process payments for Plans and Credits, issue invoices, and manage subscription renewals and cancellations.
- **Platform Maintenance and Improvement:** To monitor Platform performance, diagnose errors and bugs, conduct security assessments, and develop new features and improvements.
- **Technical Support:** To respond to support requests, troubleshoot issues, and communicate service updates, outages, or scheduled maintenance windows (minimum 24 hours' advance notice, except in emergencies).
- **Security and Fraud Prevention:** To detect and prevent unauthorized access, cyberattacks, and misuse of the Platform.
- **Legal Compliance and Defense:** To comply with legal obligations and to establish, exercise, or defend legal claims before Brazilian courts or competent authorities, including the ANPD.
- **Portfolio Disclosure:** AeroSim may publish Simulation Results for portfolio and promotional purposes, subject to the conditions described in Section 11.

7. DATA SHARING AND THIRD PARTIES

AeroSim does not sell or rent personal data. We may share data in the following circumstances:

7.1 Service Providers

AeroSim may engage trusted third-party service providers (such as cloud hosting providers, payment processors, email delivery services, and analytics platforms) who process personal data on

AeroSim's behalf. Such providers are bound by contractual confidentiality obligations and data processing agreements, and are permitted to use data only as necessary to perform the contracted services.

7.2 Authorized Users

Personal data and simulation data may be shared with other authorized users of the same Client account, as configured and authorized by the Client.

7.3 Legal and Regulatory Obligations

AeroSim may disclose personal data to courts, the ANPD, law enforcement agencies, or other governmental bodies when required by applicable law, a valid court order, or legal process. Where legally permissible, AeroSim will notify the Client prior to such disclosure so that the Client may take any measures it deems necessary.

7.4 Corporate Transactions

In the event of a merger, acquisition, or transfer of all or part of AeroSim's business or assets to a controlling, controlled, or affiliated company, or to a successor entity, personal data may be transferred, subject to appropriate confidentiality undertakings and compliance with applicable data protection law.

8. INTERNATIONAL DATA TRANSFERS

AeroSim is headquartered in Brazil and primarily processes data within Brazil. However, where cloud infrastructure providers or service partners located in other countries are engaged, personal data may be transferred internationally.

All international transfers carried out by AeroSim comply with:

- The LGPD and the guidelines issued by the ANPD, including Resolution CD/ANPD No. 19/2024, which governs standard contractual clauses and recognized mechanisms for international data transfers; and
- The GDPR, where applicable to EU/EEA data subjects, including through Standard Contractual Clauses or other recognized transfer mechanisms.

The Client acknowledges that, in the on-premise deployment model, data processing and storage occur within the Client's own infrastructure. In this context, AeroSim is not responsible for any international transfers that take place within the Client's environment.

9. DATA RETENTION

AeroSim retains personal data for as long as necessary to fulfill the purposes described in this Privacy Policy, in accordance with the following retention periods:

9.1 Account Data

Retained for the duration of the Client's active subscription and for up to 12 (twelve) months following termination or cancellation, for legal, audit, and dispute resolution purposes.

9.2 Simulation Data and Results

Stored for a minimum of 12 (twelve) months from the date of execution of each Simulation Result, in accordance with the Terms of Use. It is the Client's sole responsibility to download Simulation Results before this period expires. Upon cancellation, the Client may request an orderly transfer of its data, which may be subject to an additional cost.

9.3 Technical Logs and Diagnostics

Retained for up to 24 (twenty-four) months for Platform performance monitoring, security analysis, and incident investigation.

9.4 Billing and Financial Records

Retained for the periods required by applicable Brazilian tax and commercial legislation.

9.5 Post-Contractual Retention

Even after termination of the contractual relationship, AeroSim will retain data as long as permitted or required by applicable legislation and as necessary to protect itself in any administrative or judicial proceedings, pursuant to Article 15 of the LGPD. AeroSim will document and archive the Client's instructions and decisions regarding personal data processing for a sufficient period to defend against any proceedings arising from non-compliance with applicable legislation.

At the end of the applicable retention period, personal data will be permanently deleted or anonymized, unless its continued retention is required or permitted under applicable law.

10. PLATFORM DEPLOYMENT AND DATA RESPONSIBILITY

10.1 Web (Cloud) Environment

When the Platform is used in its web/SaaS format, all data processing and storage occur on AeroSim's infrastructure or that of its contracted cloud providers. This Privacy Policy applies in full in this context.

10.2 On-Premise Environment

When the Platform is deployed on the Client's own infrastructure ("on-premise"), the processing and storage of simulation data and results take place within the Client's environment. In this context, the Client bears sole and exclusive responsibility for the security, privacy compliance, and integrity of all data stored within its infrastructure. AeroSim's obligations under this Privacy Policy apply only to personal data that AeroSim directly processes in connection with account management, billing, and support.

11. PORTFOLIO DISCLOSURE

In accordance with the Terms of Use, AeroSim may, for portfolio and promotional purposes, disclose Simulation Results generated on the Platform. In doing so, AeroSim undertakes to:

- Not disclose Client-identifying information, including Client names, contact details, or information on the individuals responsible for the Simulation Results; and
- Not omit AeroSim's trademark and/or logo from any published Simulation Results, intentionally or otherwise.

The Client is responsible for ensuring that any such disclosure does not infringe the intellectual property rights of third parties. Upon a formal written request sent to contact@aerosim.io, AeroSim will remove any publication related to the Client's Simulation Results.

12. DATA SECURITY

AeroSim implements industry-standard technical, administrative, and organizational security measures to protect personal data against unauthorized access, loss, alteration, disclosure, or any form of unlawful processing. These measures include, but are not limited to:

- Encrypted connections (TLS/SSL) for data in transit;
- Encryption or secure hashing for sensitive data at rest, including passwords;
- Role-based access controls and audit logging;
- Regular vulnerability assessments and security testing; and
- Incident response procedures and data security training for employees.

The Client acknowledges that no software, server, or system is absolutely immune to cyberattacks or unauthorized access by malicious actors. AeroSim shall not be liable for any unauthorized deletion, acquisition, use, or disclosure of data resulting from attacks that it could not reasonably have prevented through its security standards.

The Client is responsible for maintaining the security of its own devices, infrastructure, login credentials, and access environment, in accordance with the Terms of Use.

13. SECURITY INCIDENTS AND BREACH NOTIFICATION

In the event that AeroSim identifies a personal data security incident or breach, AeroSim will:

- Investigate the incident and immediately take containment and mitigation measures;
- Notify the Client and, where required, the ANPD within a reasonable timeframe, in accordance with Art. 48, § 1 of the LGPD and Resolution CD/ANPD No. 15/2024; and
- Provide relevant details regarding the nature of the incident, the categories and approximate volume of Personal Data affected, and the measures taken.

Where an incident is caused by the Client's proven action or omission, the Client shall hold AeroSim harmless against any penalties imposed by competent authorities and shall be liable for any losses and damages suffered by AeroSim or affected third parties as a result.

14. YOUR RIGHTS AS A DATA SUBJECT

14.1 Under the LGPD (Brazil - Art. 18)

Data subjects whose personal data is processed by AeroSim as Controller have the right to:

- Confirmation of the existence of Processing;
- Access to their Personal Data;
- Correction of incomplete, inaccurate, or outdated data;
- Anonymization, blocking, or deletion of unnecessary or excessive data processed without a valid legal basis;
- Portability of data to another service or product provider;
- Deletion of data processed with consent;
- Information on the entities with which AeroSim has shared their data;
- Information on the possibility of refusing consent and the consequences of refusal;
- Revocation of consent at any time; and
- Review of decisions made solely on the basis of automated processing of Personal Data that affect the data subject's interests.

14.2 Under the GDPR (EU/EEA)

Data subjects located in the European Union or European Economic Area additionally have the right to:

- Erasure of Personal Data ("right to be forgotten");
- Restriction of Processing;
- Object to Processing based on legitimate interests; and

● Not be subject to solely automated decision-making, including profiling, that produces significant effects.

14.3 How to Exercise Your Rights

To exercise any of the rights above, please contact AeroSim using the contact details provided in Section 16. AeroSim will respond within the timeframes required by applicable law.

If you are located in Brazil and are not satisfied with AeroSim's response, you may lodge a complaint with the ANPD (www.gov.br/anpd). If you are located in the EU/EEA, you may lodge a complaint with your local data protection supervisory authority.

15. COOKIES AND TRACKING TECHNOLOGIES

AeroSim may use cookies and similar tracking technologies on its Platform and public website. These are categorized as follows:

15.1 Strictly Necessary Cookies

Used to maintain session state, authenticate users, and ensure the secure and correct functioning of the Platform. These cookies are essential and cannot be disabled without impairing core functionality.

15.2 Functional Cookies

Used to remember user preferences and settings to enhance the user experience. These cookies do not track users across external websites.

15.3 Analytics Cookies

Used to analyze usage patterns and Platform performance in order to identify areas for improvement. Where required by law, analytics cookies are only set upon your prior consent.

You may manage your cookie preferences through your browser settings at any time. Disabling non-essential cookies will not prevent you from using the Platform, but may limit certain features or personalization.

16. CONTACT AND DATA PROTECTION REQUESTS

For any questions, concerns, or requests related to this Privacy Policy or the processing of your personal data, please contact us at:

FLUIDSIM SOFTWARE LTDA.
Alameda Cabral, No. 475, São Francisco
Curitiba, State of Pará, Brazil - ZIP Code 80410-064
Email: contact@aerosim.io
Website: aerosim.io

AeroSim will respond to data subject requests in accordance with the timeframes and requirements of applicable data protection law.

17. CHANGES TO THIS POLICY

AeroSim may update this Privacy Policy at any time, in particular to reflect changes in our Services, applicable law, or data processing practices. When material changes are made, AeroSim will:

● Notify the Client via the Platform or by email; and

Last updated on 12 Mar 2026

- Update the "Last Updated" date at the top of this document.

Continued use of the Platform following such notification constitutes acceptance of the updated Privacy Policy.

18. APPLICABLE LAW AND JURISDICTION

This Privacy Policy is governed by and shall be construed in accordance with the laws of the Federative Republic of Brazil, including the LGPD, regardless of the Client's location or any conflict with the laws of other countries. The Central Court of the District of Curitiba, State of Paraná, Brazil, has exclusive jurisdiction to settle any doubts or conflicts arising from or related to this Privacy Policy, waiving any other court, however privileged it may be.