

TERMS AND CONDITIONS OF USE

ELSYS EQUIPAMENTOS ELETRONICOS LTDA., with headquarters and venue in the City of Valinhos, São Paulo, Rua Doutor Alcides Gomes de Miranda, 251, Vila Pagano, CEP 13277-220 and registered under CNPJ nº 34.484.188 / 0004-55 (“ELSYS”), Presents the Terms and Conditions of Use for (i) access to the services and features available on the ELSYS remote equipment management platform, hereinafter simply called PLATFORM, as well as for (ii) the use of ELSYS products, simply called as PRODUCTS, according to the laws in force, with transparency and clarity with the USER and the market in general.

The Terms and Conditions of Use (“Term”) is the document that lists the main rules that must be observed by everyone who uses the ELSYS PLATFORM and / or PRODUCTS.

The PLATFORM is intended to receive information about some of ELSYS PRODUCTS and shows their performance, after installation, individually, collectively and statistically.

The user is aware that the PLATFORM operates exclusively with ELSYS equipment, therefore, its acquisition is necessary.

As a condition for access and use of the ELSYS PLATFORM and / or PRODUCT functionalities, the USER declares that he has read this Terms of Use, being fully aware, thus granting his free and express agreement with the Terms here stipulated.

1. OBJECT

1.1. These Terms apply to USERS.

1.2. The Services provided and made available by ELSYS are intended for USERS who access the PLATFORM and / or use their PRODUCTS.

1.2.1. USERS are all persons who access or interact with the PLATFORM and / or PRODUCTS and who, when interacting, accept these Terms and the Privacy Policy.

1.2.2. All USERS must, without distinction, be over 18 (eighteen) years old, having full legal capacity to accept these Terms and use the Services offered.

1.2.3. ELSYS may change the eligibility criteria for accessing and using the PLATFORM and / or its PRODUCTS at any time, without having to make any type of communication or prior notice to the USER.

1.3. When first accessing the PLATFORM and / or using ELSYS PRODUCTS, the USER must formally accept the Privacy Policy and these Terms. In addition, to allow access to the PLATFORM and / or its PRODUCTS, ELSYS may require the creation of an access account, informing e-mail address, login, password.

1.4. ELSYS may, in accordance with its Privacy Policy, enrich the data of the USER, solely and exclusively so that it offers advertising of goods and / or services directed to the profile of the USER.

1.5. When creating an access account, the USER is solely and completely responsible for maintaining the confidentiality of his email data, and ELSYS is exempt from any responsibility in this regard.

2. ACCESS ACCOUNT

2.1. ELSYS may, at any time, request the creation of an Access Account in order to allow access to the PLATFORM and / or to use its PRODUCTS.

2.2. For registration purposes, the Access Account holder will be the one defined at the time of registration based on the data offered.

2.3. It is the USER's full responsibility to fill in his / her registration data with true and accurate information, also assuming the commitment to update such data whenever changes occur in them. Such an update should always be done in the Elsys Receiver environment.

2.4. ELSYS reserves the right to request the USER to send additional information and possible copies of documents, aiming solely and exclusively to confirm the USER's identity and avoid the occurrence of any fraud, simulations, or other irregularities that may cause damage to ELSYS, third parties or other USERS.

2.5. The USER is aware that, when having his Access Account canceled or deactivated:

2.5.1. It will not be possible to access the PLATFORM and / or use the PRODUCTS, unless a new Access Account is created by the USER.

2.5.2. The collected data may be deleted or no longer valid, under the terms of the Privacy Policy.

2.6. ELSYS will under no circumstances be liable for any damage resulting from the cancellation and / or deactivation of the Access Account by the USER.

2.7. ELSYS has the power to refuse to grant, suspend or cancel the Access Account of any USER who uses it fraudulently, to violate or attempt to violate this Term, the Privacy Policy or any ELSYS legal document made available on the PLATFORM.

2.8. If ELSYS detects any Access Account created from false data, content or information, the USER's Access Account will be immediately and automatically canceled, so that he will no longer have access to any service or content on the PLATFORM and / or use of the PRODUCTS, not assisting the USER, for this reason, any indemnity, repair, compensation or refund.

2.9. In case the duplication of the Access Account is verified, ELSYS can permanently cancel all duplicate registrations, regardless of any prior notification.

2.10. The information requested in the creation of the Access Account are:

Name

CPF (ID)

Address (Street, neighborhood, city, state, zip code)

Name and surname (Platform Administrator)

Contact phone

Contact email

Serial number of the products that will be initially registered on the platform (Maximum of 5 numbers)

2.11. The USER may be asked whether he / she wishes to confirm his / her Access Account by e-mail or by cell phone, in the latter case he / she must enter a cell phone number to receive an activation code by message.

2.12. All information provided by USERS is confidential and is subject to the terms of the Privacy Policy.

2.12.1. When entering their data in the registration to create the ELSYS account, the USER agrees, from now on, to send advertisements and targeted offers.

3. ELSYS OBLIGATIONS AND RESPONSIBILITIES

3.1. The PLATFORM and its functionalities are presented to the USER in the Beta version, being able to undergo improvements and updates, forcing ELSYS to:

3.1.1. Preserve its functionalities with unbroken links and using a layout that respects usability and navigability, whenever possible;

3.1.2. Display the functionalities and services in a clear, complete, precise and sufficient way so that there is an exact perception of the operations performed; and

3.1.3. Protect the data collected by all means, available and applicable techniques.

3.2. ELSYS will use its best efforts to maintain the availability of the PLATFORM and / or its PRODUCTS. However, there may be, occasionally, some temporary unavailability due to necessary maintenance or even due to force majeure, such as natural disasters, unforeseeable circumstances such as failures in the communication systems and access to the Internet or facts

of third parties that are outside their sphere of vigilance and responsibility, ELSYS not being responsible for any of these events, nor for their eventual unavailability.

3.2.1. If this occurs, ELSYS will do everything in its power to restore access as soon as possible, within the technical limitations of its services and third party services, on which ELSYS depends to be available.

3.2.2. Any maintenance procedures that result in the PLATFORM and / or its PRODUCTS not being available for long periods will be informed through its official communication channels.

3.3. ELSYS can also schedule shutdowns to carry out the maintenance, updating and configuration adjustments of the PLATFORM and / or its PRODUCTS, aiming at improving the quality of services provided to its USERS, making their best efforts so that the maintenance schedules do not coincide with business hours or peak access times.

3.3.1. However, if there is an emergency maintenance to be carried out, it may occur during business or peak hours, and without prior notice, and in these cases, ELSYS will not be held responsible for the unavailability for having justified justification for the maintenance to occur.

3.4. ELSYS will not be responsible, under any circumstances, for any losses and damages, including loss of profits, related to the suspension of access to the PLATFORM and / or use of its PRODUCTS. USERS do not have any right to demand the availability of services, nor can they claim indemnity or compensation for damages in case of unavailability of these, regardless of the motivation.

3.5. ELSYS may, at its sole discretion and without any obligation, at any time, in order to minimize risks of human error and / or misuse of the PLATFORM, temporarily making certain functions on the PLATFORM and / or its PRODUCTS unavailable until eventual non-conformities are readjusted.

3.6. ELSYS is not responsible for:

3.6.1. Due to failures in accessing the PLATFORM resulting from circumstances related to the unavailability of the Internet in general, power outages, digital or physical malfunction of any telecommunications network, interruptions or suspensions of connection and failures in the software and / or hardware used by the USERS;

3.6.2. For any problems, bugs, faults or improper functioning that occur in the USERS' devices and equipment and are the result of regular use;

3.6.3. For system errors that alter data or service information;

3.6.4. For any direct or indirect damage caused by third party events, such as hacker attacks, system, server or Internet connection failures, including malicious software actions such as viruses, Trojan horses and others that may, in some way, damage the equipment or the USERS connection due to access, use or navigation on the PLATFORM, as well as the transfer of data, files, images, texts, audios or videos contained therein;

3.6.5. For the information contained in the registrations made by the USERS, it being certain that the data contained in the registrations are the sole responsibility of the respective USERS, who will be solely responsible for the civil and criminal sanctions that may result from incorrect data;

3.6.6. For access by minors to the PLATFORM and / or use of their PRODUCTS, whose parental control must be performed by their legal representatives;

3.6.7. For any fraudulent electronic communications that collect personal data from its USERS (phishing);

3.6.8. For the improper use or improper access of the PLATFORM, as well as for any losses and damages suffered by the USER or third party as a result of fault and / or fraud, ELSYS is exempt from any burden or liability arising from demands related to such improper use.

3.7. ELSYS may, according to its business objectives, modify, temporarily suspend or discontinue the functionalities and / or services of the PLATFORM and / or its PRODUCTS, according to its exclusive convenience, whenever it deems necessary to offer the best services to the USERS.

3.7.1. ELSYS may, at any time, alter, adapt or remodel the content, layout, functionalities and / or tools related to the PLATFORM and / or its PRODUCTS.

3.8. ELSYS may restrict, limit or prevent, by any means or form, USERS' access to the PLATFORM, in its sole discretion, especially in the repeated cases of suspected fraud or any other actions that harm the nature of the operation.

3.8.1. ELSYS may, at any time and upon written notification, require additional documents that it deems necessary to verify the maintenance of the regularity of the USER.

4. OBLIGATIONS AND RESPONSIBILITIES OF THE USER

4.1. USERS are responsible for and undertake to:

4.1.1. Use the PLATFORM and / or PRODUCTS in a straight and ethical manner, respecting the conditions that govern their use and purpose.

4.1.2. Provide correct, complete and updated registration data, in addition to informing the contact channel able to be activated by ELSYS for the best performance of the services. If, at any time, it is found that false data is provided or not consistent with reality, ELSYS reserves the right to suspend or cancel your registration immediately, without prejudice to taking the measures it deems appropriate.

4.1.3. Have compatible devices and equipment, Internet connection service with antivirus and firewall enabled, and duly updated software.

4.1.4. Be responsible for the correct use and all activities performed under your Access Account, in particular, for the use of your login and validation, which are for your exclusive use and cannot be disclosed to third parties, under penalty of exclusion from the registration, in addition to having to compensate the damages that arise from this improper disclosure.

4.1.5. The USER is solely responsible for all activities associated with his Access Account. In case of loss or suspicion of misuse of your account, ELSYS must be immediately informed so that the appropriate measures can be taken.

4.1.6. The USER assumes, in this act, full responsibility for the access, as well as for the improper use in his Access Account by third parties. ELSYS access credentials must be treated as confidential and must not be shared. When validating your Access Account, through email or the code sent to the cell phone informed, the USER declares itself fully aware that he will be solely responsible for the operations carried out through his login.

4.1.7. Recognize that all access and operations carried out after its successful authentication are undoubtedly interpreted as your responsibility, including those derived from misuse or disclosure of this to third parties.

4.1.8. Leave your antispam systems, similar filters or message redirection settings adjusted so that they do not interfere with the receipt of ELSYS communications and materials, and no excuse is acceptable if you have not had access to any e-mail or electronic message due to mentioned resources.

4.1.9. Do not access the PLATFORM programming areas, its database or any other set of information that is part of the administration activity.

4.1.10. Do not perform or allow reverse engineering to take place, nor translate, decompile, copy, modify, reproduce, rent, sublicense, publish, disclose, transmit, lend, distribute or otherwise dispose of the PLATFORM tools and their functionalities.

4.1.11. Do not use spider software, or data mining, of any type or species, in addition to another here not typified, but that acts in an automated way, both to perform mass operations and for any other purposes.

4.1.12. Notify ELSYS immediately of any unauthorized access.

4.1.13. Do not maliciously exploit the security of the PLATFORM and / or the PRODUCTS for the practice of unlawful acts, prohibited by law and these Terms, harmful to the rights and interests of ELSYS and third parties, or which, in any way, may damage, disable, overload or deteriorate them.

4.1.14. Take sole responsibility for any damage caused by you to ELSYS or to third parties due to non-compliance with the obligations provided herein or the non-veracity of the information

provided, and there is no need to talk about subsidiarity of the obligation, nor in solidarity with ELSYS.

4.2. The USER is the only and total responsible for the information entered by him / her for the creation of the Access Account, being certain that he/ she will be the only responsible for the civil and criminal sanctions that eventually result from incorrect data.

4.3. The eventual removal, blocking or suspension of any content or functionality of the PLATFORM as a result of any complaint should always be understood as a demonstration of the intention to avoid damages and losses in good faith and the intention of amicable resolution of conflicts, never as recognition of guilt or any infringement by ELSYS to the right of a third party.

4.4. The USER is aware that failure to comply with any of the obligations set forth herein may result in the suspension of functionality or exclusion from his Access Account, as provided in this document.

4.5. The USER is aware that, whenever founded on evidence of an unlawful act or non-compliance with the rules of this Term, ELSYS reserves the right to block the registration, temporarily suspend or permanently cancel the access of the USER, at any time and at its own and exclusive criterion, without the need for prior notification and without prejudice to other measures deemed necessary and timely.

4.6. The USER recognizes as the property of ELSYS the database in which the data inserted and generated within the PLATFORM will be stored and processed.

5. INTELLECTUAL PROPERTY

5.1. Subject to this Term, ELSYS grants the USER a limited, temporary, non-exclusive and non-transferable license to use the services of the PLATFORM only in what is strictly necessary for the fulfillment of the obligations and enjoyment of the rights set out in these Terms.

5.2. All rights relating to the PLATFORM and / or the PRODUCTS, as well as its functionalities, are the property of ELSYS, including with regard to all intellectual property rights related to its texts, images, graphics, brands, layouts, codes, databases and other content developed directly or indirectly by ELSYS ("Intellectual Property Rights"). Unauthorized use of any content or brands presented on the PLATFORM and / or its PRODUCTS is expressly prohibited.

5.3. Any use of the Intellectual Property Rights held by ELSYS can only be made with the prior and express authorization of ELSYS. The USER assumes all and any liability, of a civil and criminal nature, for the improper and unauthorized use of Intellectual Property Rights.

5.4. USERS must respect all intellectual property rights owned by ELSYS, such as all rights relating to third parties who may or have been, in some way, available on the PLATFORM. Likewise, USERS will only be able to reproduce brands and layout (feels-like) of the environments, provided they are duly authorized by ELSYS.

5.5. The commercial use of the expression "ELSYS", "ELSYS CLOUD", "ELSYS EDGE" or even words that resemble these, but with different spelling, such as brands, business names or domain names, in addition to the contents of the PLATFORM screens, as well as computer programs, databases, networks and their files, are the property of ELSYS and are protected by international intellectual property protection laws and treaties, including, but not limited to, Federal Laws 9,609 / 98, 9,610 / 98, 9,279 / 96 and 10,406 / 2002.

5.6. By accessing the PLATFORM and / or using the PRODUCTS, USERS declare that they will respect all intellectual property rights of ELSYS, including, but not limited to, computer programs, copyrights and industrial property rights over trademarks, patents, domain names, company name and industrial designs, deposited or registered in the name of ELSYS, as well as all rights related to third parties that may be, or were, in some way, available on the PLATFORM.

5.7. Access or use of the content and services of the PLATFORM as well as of the PRODUCTS does not give USERS any rights to the use of names, titles, words, phrases, brands, patents, domain names, corporate name, images, illustrations, data and information, among others, that are or were available.

5.8. It is forbidden to use the PLATFORM and / or the PRODUCTS for any purposes that contradict this Term and the Privacy Policy, as well as the total or partial reproduction, distribution and dissemination of the texts, figures and graphics that compose it, without prior and express authorization from ELSYS.

5.9. USERS assume all and any liability, of a civil and / or criminal nature, for the misuse of information, texts, graphics, trademarks, patents, domain names, works, images, logos, in short, of any and all intellectual property rights existing on the PLATFORM or owned by ELSYS.

6. DATA PROTECTION

6.1. ELSYS has its own document, called Privacy Policy, which regulates the treatment of data collected on the PLATFORM, being an integral and inseparable part of these Terms and can be accessed through the links:

<https://www.elsys.com.br/institucional/termo-de-uso-e-condicoes/termo-de-sistemas-de-gestao-remota-produtos-e-aplicativos>

<https://www.elsys.com.br/institucional/politica-de-privacidade/politica-de-sistemas-de-gestao-remota-produtos-e-aplicativos>

6.2. If any provision of the Privacy Policy conflicts with any other part of this document, the one described in the most specific rule shall prevail.

7. SERVICE

7.1. Any questions or requests related to these Terms may be sent to ELSYS through the e-mail sac@elsys.com.br.

7.2. For the purpose of serving USERS, ELSYS will provide assistance, by calling (19) 2101-0500, always on working days (as defined in Item 9 - Glossary, respecting business hours).

8. GENERAL PROVISIONS

8.1. This Term may be changed, at any time and at the sole discretion of ELSYS, in order to reflect the adjustments made to the PLATFORM and / or its PRODUCTS and aiming at improving the functionalities and the provision of Services to the USERS.

8.2. These Terms are subject to constant improvement. Thus, ELSYS reserves the right to modify them at any time, according to its purpose or convenience, such as for the adequacy and legal compliance of a provision of law or rule that has equivalent legal force, it being up to the USERS to check it whenever use the PLATFORM.

8.3. In the event of an update to this document that limits or suppresses any USER rights, ELSYS will notify you using the tools available on the PLATFORM.

8.4. When navigating on the PLATFORM and using its functionalities, the USER agrees to be guided by the present Term that is in force on the date of its access. Therefore, the USER must keep updated.

8.5. The tolerance of any noncompliance with any provision in this document will not constitute a renewal of the obligations stipulated herein, nor will it prevent or inhibit their enforceability at any time.

8.6. In the event that any provision of this document is deemed inapplicable or without effect, the remainder of the document remains in force, without the need for legal action to declare such an assertion.

8.7. This Term does not create any other type of link between USERS, and ELSYS, including, without limitation, partnership, joint venture, mandate, representation, partnership, consortium, association, formation of an economic group, employment or similar. ELSYS will remain an independent and autonomous entity.

8.8. The tolerance of any noncompliance with any provision in this document will not constitute a renewal of the obligations stipulated herein, nor will it prevent or inhibit their enforceability at any time.

8.9. If any provision of this document is deemed unenforceable, illegal, illegitimate or without effect, the remainder of the document remains in force, without the need for a judicial measure declaring such an assertion.

8.10. The USER acknowledges that all communication carried out by e-mail, SMS or any other digital, virtual or physical form, related to the addresses and numbers registered on the PLATFORM are also valid, effective and sufficient for the disclosure of any matter that refers to the services provided by ELSYS, as well as the conditions of its provision or any other matter addressed therein, except for the expressly different provisions set forth in these Terms.

8.11. The PLATFORM is based on the official date and times of Brasília-DF, Brazil.

9. GLOSSARY

9.1. For the purposes of this document, the following definitions and descriptions should be considered for your better understanding:

Access Account: A USER's credential that may be required to use the PLATFORM.

Working day: any day of the week from 9 am to 6 pm, with the exception of Saturdays, Sundays and holidays.

ELSYS: ELSYS EQUIPAMENTOS ELETRONICOS LTDA., With headquarters and venue in the city of Valinhos, São Paulo, Rua Doutor Alcides Gomes de Miranda, 251, Vila Pagano CEP: 13277-220 and registered under CNPJ nº 34.484.188 / 0004-55 ("ELSYS").

PLATFORM: Elsys Equipment Remote Management Service.

PRODUCTS: ELSYS products for which it is necessary to express agreement with the provisions of this Term

USERS: People who access the PLATFORM and / or use ELSYS PRODUCTS.

10. APPLICABLE LAW AND JURISDICTION

10.1. This document will be governed and interpreted in accordance with Brazilian law, in the English language, being the forum of the USER's domicile to settle any litigation or controversy involving this document, unless specific proviso of personal, territorial or functional competence by the applicable legislation.

Update: July 27, 2020.