

## INTELBRAS Terms of use

Version 1 - Updated on January 06, 2020

In order to use [NAME OF THE PRODUCT], the acceptance of the terms described as follows is essential.

These Product Terms of Use (CONTRACT) is a legal agreement between the USER (individual or private person), called USER, and INTELBRAS S/A – Indústria de Telecomunicação Eletrônica Brasileira [Brazilian Electronic Telecommunication Industry], private legal person, enrolled with the CNPJ [Corporate Taxpayer Registration Number] under number 82.901.000/0001-27, located at rodovia BR 101, km 210, Área Industrial, São José – SC, hereinafter called INTELBRAS, for [NAME OF THE PRODUCT] usage, as well as any printed material and on line or electronic documentation. When using the PRODUCT, even if the use is partial or on a test basis, the USER will be linked to the terms of this contract, agreeing with its dispositions, especially with those related to the consent for access, collection, usage, storage, processing and protection techniques to the USER's information by INTELBRAS, necessary for the full completion of the functionalities given by the PRODUCT. In case of disagreement with the terms presented herein, the PRODUCT's use must be immediately suspended by the USER against the clauses established thereafter.

The USER declares that has full legal and civil capacity to accept the PRODUCT's use conditions. For the purpose of application of these Terms of Use, the PRODUCT is understood as a INTELBRAS solution provided as a cloud service, an app, a software license (embarked on the hardware or available for download), or even a INTELBRAS hardware firmware.

### 1. Contract Acceptance

When accessing INTELBRAS solution, hereinafter called PRODUCT, the USER expresses their accordance in binding themselves and submitting themselves to all of the terms of this contract. In case this PRODUCT has a factory default password, it will be the USER's responsibility to IMMEDIATELY set up a new password for the PRODUCT's safety. INTELBRAS does not take responsibility for any damage the USER might have in case the minimum safety settings are not applicable.

### 2. Registration

In case a registration is requested for PRODUCT's access, it is necessary that the USER voluntarily provides information about themselves, such as: username, password, e-mail address ("Data"). The USER declares that all Data provided is true and fair, and commits themselves to always keep their data updated. When signing up, the USER declares they have full civil capacity, under the terms of the law, to access the PRODUCT.

INTELBRAS is not responsible for the given information, but retains the right to verify, at any time, the accuracy of such information, and request, at their sole discretion, the supporting documentation for the duly confirmation of the given information. In case INTELBRAS notices any account created as of fake information, by a minor, a person who does not have full civil capacity, the USER's registration will be automatically canceled so that the USER will not have access anymore to the PRODUCT's use, not ensuring to the USER, for this reason, any right of indemnity or compensation.

The holder and administrator of the account will be the one defined at the registration moment, as of the Data given by the USER. The account is personal and not transferable, and may only be accessed through USER's usage and password created by the USER himself/herself at the time of registration, being the only and sole responsible for keeping the secrecy, protection and safety of its USER and password, in order to guarantee their account safety and to prevent unauthorized access by third parties. The USER is the only responsible for all activities associated to their account.

The USER must follow the safety standards for password registration, and IMMEDIATELY change the factory default password, in case it is enforceable.

### 3. Limited License

You have got the access right to an INTELBRAS PRODUCT, arising from a non-transferable, non-exclusive, free of royalties, and revocable right to download, install, access, execute, or use this solution on your devices. You recognize and agrees that INTELBRAS grants upon the USER an exclusive license for use, and, this, does not transfer the rights over the PRODUCT. The sale, transfer, change, reverse engineering, or distribution, as well as the copy of texts, images, or any items included on the PRODUCT are strictly forbidden. You recognize that INTELBRAS owns all rights, entitlements, and interests related to INTELBRAS institutional website and to the correlated website. [NAME OF THE PRODUCT] is INTELBRAS trademark or registered brand. You cannot use, take advantage of, trade, change, destroy, hide, or remove in any way the information on copyright law, the labels or property advises of INTELBRAS products and solutions.

### 4. Copyrights

The USER does not acquire through this instrument or the use of the PRODUCT, any intellectual property rights or other exclusive rights, including patents, designs, trademarks, copyrights, or any rights on confidential information or trade secrets, as well as the content provided on the PRODUCT, including but not limited to texts, images, graphics, logos, icons, photographs, editorial content, notifications, software and any other material, about INTELBRAS or related to it or any of its parties. The USER also does not acquire any right over the PRODUCT or related to it or to any of its components, in addition to the strictly rights related to the USER on this Term or in any other mutually agreed written contract among the parties.

When using the PRODUCT, the USER agrees in complying with the following guidelines:

- I. It is not allowed to post or transmit information, data, text, software, graphics, sounds, photographs, videos, messages, or other content considered illegal, offensive, inaccurate, libelous, foul, fraudulent, harmful, threatening, or abusive.
- II. Do not interfere on the usage of other PRODUCT's user.
- III. Do not post or upload any virus, worms, corrupted files or other software capable of disturbing, disabling, or impairing the PRODUCT's functionality.
- IV. To comply with this Term and any applicable laws or regulations;
- V. Do not pretend to be any entity or person, and do not untruthfully declare or misrepresent its affiliation as a person or entity.
- VI. Do not send or transmit content that the USER does not have the right to publish or transmit under any law, or under contractual or fiduciary relations (such as privileged information, classified information etc.).
- VII. Do not use the PRODUCT to request, obtain, or store personal data or passwords from other users.

### 5. Changes, amendments, and termination

INTELBRAS retains the right to, at any time, amend these terms, whether including, removing, or changing any of its clauses. Such amendments will have immediate effect after its publication. By continue using the PRODUCT, you will have accepted and agreed with the fulfillment of the amended terms. Likewise, INTELBRAS can, periodically, amend or discontinue (temporarily or permanently) the distribution or the update of this PRODUCT, and it not obliged to provide any sort of support for this solution after the fulfillment of the legal deadline. The USER will not have the power to blame INTELBRAS nor any of its directors, executives, affiliates, agents, or hired personnel for any amendments, suspensions, or discontinuities of the PRODUCT.

For contractual purposes, the USER agrees to electronically receive communications from INTELBRAS (terms and conditions, agreements, notifications, disclosures and other communications from INTELBRAS), whether by email or internal communication on the PRODUCT itself and that, as thereby established, INTELBRAS communications meet and comply with legal requirements.

### 6. Indemnification

This PRODUCT will be on continuous development and may have errors, which is why the use is provided "as it is found" and under risk of the final user. At the maximum extent allowed by the applicable

regulation, INTELBRAS and its suppliers are exempted from any implicit or explicit guarantees and conditions, including, without limitation, guarantees for trade, appropriateness for a specific purpose, entitlement, and non-violation concerning the software, and to any of its components, or yet to the provision or non-provision of support services. INTELBRAS does not guarantee that the operation of this service is continuous and free from defect.

In no case INTELBRAS will be responsible for personal damage, or for any incidental, special, indirect, or consequent harm, including, without limitation, harm for profit loss, corruption, or data loss, transmission failure, or data receiving, business non-continuation or any other commercial harm or loss, arising from the use of the PRODUCT or related to it, or its inability to use the PRODUCT or any reason.

#### 7. Consent for data usage collection and protection

The USER agrees that INTELBRAS can collect registration and profile personal data, and use technical data from your device, such as specifications, settings, operational system versions, sort of Internet connection and correlated, in order to provide certain functions, such as on line updates, P2P, DDNS, password reset, among others.

The USER's collected personal data will be exclusively used for purposes of execution of the current contract, without the main purpose of PRODUCT's functionalities activation, since the use of these data is inherent to INTELBRAS solution functionality itself, and for usage and benefit of the holder. Moreover, some PRODUCT's resources may ask for USER's additional data, such as name, telephone, e-mail, and technical data.

Through the development of any activities related to the execution of the current Contract, the Parties observe the legal regimen for personal data protection, striving to proceed all personal data processing that may become necessary to the development of the Contract to the strict and thorough fulfillment of the Law, under the terms of Intelbras Privacy Policy.

The personal data listed herein are considered the data from the Parties themselves, or even the personal data of its employees, hired personnel, or subcontractors.

In order to guarantee data protection, the USER is obliged to:

- a. Process and use personal data from INTELBRAS or from its PARTNERS under the terms legally allowed, especially collecting, registering, organizing, maintaining, consulting, or transmitting them, only in cases in which its holder has given the strict and clear consent, or in cases legally foreseen;
- b. Process all data compliantly with the purposes to which they have been collected;
- c. Keep data only during the necessary period to the pursuance of the collection purposes, or subsequent processing, ensuring its confidentiality;
- d. Implement the technical and organizational measures necessary to protect data against destruction, whether it is accidental or unlawful, accidental loss, alteration, diffusion or unauthorized access, as well as against any other unlawful processing of data;
- e. Immediately inform INTELBRAS, being obliged to provide all necessary cooperation to any investigation that may be conducted, in case there is any security breach or presumption of it, regardless of whether or not the personal data security and integrity are at issue;
- f. Guarantee the exercise, by the holders, of the respective information, access and opposition rights,
- g. Ensure that its employees, hired personnel, or subcontractors that may have access to personal data on the context of this Contract fulfill the applicable legal dispositions regarding personal data protection, and the contractual dispositions herein listed, not surrendering, selling, sharing, or releasing such data to third parties, as well as not using them for any purposes different than those strictly consented by the respective holders.

The USER will be accountable before INTELBRAS or third parties in case of any breach, sharing, deletion, assignment, selling, or data automatic alteration without previous and strict consent of its holder.

## 8. INTELBRAS Registered Brands and Intellectual Property Rights

The USER recognizes that INTELBRAS “Registered Brands” and the “Intellectual Property Rights” represent one of the strategic asset of INTELBRAS, being INTELBRAS exclusive property.

The USER does not acquire the use rights of the Registered Brands nor of other Intellectual Property Rights of INTELBRAS with the Acceptance of these terms. The Registered Brands usage depends on INTELBRAS previous and strict authorization, in accordance with: (i) “INTELBRAS Brand Policies and Directives”; (ii) INTELBRAS Partners Program; (iii) the applicable regulation; (iv) and/or any other INTELBRAS definition.

The USER will not have the power to register any INTELBRAS Intellectual Property Rights, such as any word, symbol, identifying marks or similar name to INTELBRAS Registered Brands, or the domain name during the lifetime of this contract, or even after its termination, not even use Intelbras Registered Brands or any other sign that identifies it, in any on line environment, without the previous and strict authorization, except in cases in which the disclosure is crucial for the PRODUCT’s full functionality.

Any and all USER’s right of using Registered Brands and other INTELBRAS Intellectual Property Rights will automatically cease when the current document expires.

The USER shall promptly notify INTELBRAS, in writing, about any suspected unauthorized use or infraction of INTELBRAS Intellectual Property Rights that may become known. If requested by INTELBRAS, the USER shall assist INTELBRAS in any investigation, negotiation, or legal proceeding by virtue of any claim of undue usage or violation of INTELBRAS Intellectual Property Rights.

The USER is committed to not make any sort of announcement, propaganda, or publicity material of INTELBRAS Products, contemplating payment values and conditions, binding INTELBRAS products with competing products.

The copy or any other reproduction method of the information, manuals, technical literature, and other documents provided by INTELBRAS is forbidden, except for the fulfillment of obligations established herein, and in accordance with the applicable regulation regarding copyrights and intellectual rights.

The obligations established on the current clause oblige the USER during the lifetime of the present instrument, as well as after its termination or withdrawal.

## 9. Warranty Disclaimers and Responsibility Limitations

This PRODUCT will be on continuous development and may have errors, which is why the use is provided “as it is found” and under risk of the final user. To the maximum extent allowed by the applicable regulations, INTELBRAS and its suppliers are exempted from any express or implicit guarantees and conditions, including, without limitation, guarantees for trade, appropriateness for a specific purpose, entitlement, and non-violation concerning the service, and to any of its components, or yet to the provision or non-provision of support services. INTELBRAS does not guarantee that the operation of this service is continuous and free from defect. With the exception of what is established on this document, there will be no other guarantees, conditions, or pledges binded to the service, whether they are express or implicit, and all of these guarantees, conditions, and pledges may be excluded in accordance with what is allowed by law without harm to INTELBRAS and its employees.

- I. INTELBRAS does not guarantee, declare, nor assure that the use of this PRODUCT will be continuous and free of errors, and you agree that INTELBRAS will have the power to remove this PRODUCT for indefinite periods or cancel it at any time without prior notice to you.
- II. INTELBRAS does not guarantee, declare, nor assure that this PRODUCT is free of loss, interruption, attack, virus, interference, piracy, or other threat to the security, and it is exempted from any responsibility regarding these matters. You are responsible for the backup of the files stored in your device, for the network security, password protection, and further information security settings.

- iii. In no case INTELBRAS nor any of its directors, executives, employees, affiliates, agents, or hired personnel will take the responsibility for losses or damages caused by the undue use of the PRODUCT and noncompliance of these terms.

#### 10. Technical Validity

It is established that INTELBRAS, its suppliers, or its distributors do not offer a technical validity period for this PRODUCT that goes beyond the guarantee established by law. It shall not be considered that the solution is exempted from errors, that its functioning is continuous, or that its functions satisfy users' requirements, which is why it is strictly established that the USER uses it at their own risk. Due to the complexity of the software-hardware relationship, INTELBRAS does not guarantee that the PRODUCT is compliant with every other software and hardware systems, nor that it will correctly operate or attend your expectations, nor that it will have updates.

#### 11. Termination

The contract shall be terminated through the interest of the parties at any time, or through noncompliance of any clause.

#### 12. Courthouse to settle controversies

These Terms of Use will be ruled and construed in accordance with Brazilian law. The parties submit themselves to the exclusive jurisdiction of Brazilian courts. In order to settle any questions regarding the current instrument, as well as any event related to the usage of our services, as of now the courthouse of the municipality of São José, State of Santa Catarina, is elected, no matter how privileged other courthouse may be. If you still have any question regarding how to use our product, or regarding our Terms of Use or our Privacy Policy, please contact INTELBRAS. We will be very pleased with your contact.

INTELBRAS is enrolled with CNPJ/MF [Corporate Taxpayer Registration Number of the Ministry of Finance] under number 82.901.000/0001-27, with headquarters in the City of São José, State of Santa Catarina, at the address Rodovia BR 101, KM 210, Área Industrial, CEP [Zip Code] 88104-800.