



TERMS OF USE

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These Terms of Use (Terms of Use) contain the terms and conditions to the utilization of the developed Platform, operated and owned by netLex, which offers its users (User, Users, Your) the optimization of procedures evolving the formalization and management of documents, as well as the extraction of intelligence reports related to the utilization of the Platform.

WHEN UTILIZING THE PLATFORM, THE USER AUTOMATICALLY AGREES WITH THESE TERMS OF USE, ACCEPTING FULL LIABILITY FOR ANY AND ALL ACTS PERFORMED BY THEM ON THE PLATFORM, AS WELL AS FOR THE CONSEQUENCES RELATED TO THEIR USE OF THE PLATFORM. IN CASE THE USER DOES NOT AGREE WITH ANY OF THE TERMS AND CONDITIONS SET FORTH BELOW, THEY MUST NOT USE THE PLATFORM.

1. Functioning of the Platform

1.1. The Platform works through an internet connection and allows the User to elaborate documents in an agile and intuitive way, to monitor their negotiation and approval flows and to consult reports with information regarding the Platform's utilization.

1.2. The access and use of the Platform are intended exclusively to Users who are authorized by the individuals and legal entities (Client, Clients) who have signed the Software Licence Agreement (Agreement) with netLex.

2. Access to the Platform

2.1. The User will only access and utilize the Platform if authorized by the Client and if the Agreement signed with netLex is valid and in force. When using the Platform, the User declares to have all powers and authorization to access and use the Platform in accordance with the rules described herein.

2.2. Access to the Platform is only allowed to Users who are over 18 years old.

2.3. Access to the Platform can be done via login and password or via Single Sign-On (SSO), which allows the User to login on the Platform using the same access credentials registered in the Client's environments and systems.

2.3.1. The way to access the Platform will depend on the type of plan hired by the Client, according to the Agreement.



2.4. The User and the Client declare that the personal information provided at the time of the validation of the account's registration are correct, complete and true, and undertake to keep their data always up to date, in particular billing and payment data. netLex is not responsible for the information provided by the User or the Client. It is prohibited to intentionally assume the personality of another person when utilizing the Platform, under penalty of canceling the User's access.

2.5. In order to understand how netLex treats your personal data, including the collection, use, storing, processing, sharing, security and control of this data, the User must consult netLex's Privacy and Personal Data Protection Policy, available [here](#).

2.6. The User will have a personal account that can only be accessed by the User themselves. If netLex detects any account registered under false information, the User's registration may be automatically canceled so that the User no longer have access to certain Documents generated via the Platform (Documents) and to Platform functionalities, in which cases, for these reasons, they will not have any right to compensation.

2.7. It is the User's duty to keep their password to access the Platform confidential, and they must not, under any circumstance, share it with third parties. The User is the sole responsible for all activities associated with their account on the Platform. In the event of loss, misplacement or suspected misuse of your account, netLex and the Client must be immediately notified so that appropriate measures can be taken.

2.8. netLex will not be liable for any fact arising from the User's inability to receive or respond to notifications sent by netLex to an address provided by the User or the Client.

3. Registration exclusion

3.1. The User has the right to request the deletion of their registration on the Platform at any time, by means of simple communication to netLex. Any and all requests to delete the registration on the Platform must be, necessarily, made directly by the User with the due consent of the Client.

3.2. The User is aware that, when deleting their registration, this action is irreversible. Some personal information and other information related to the services provided by the Platform might be erased, and it is not possible to recover any lost data nor your access to certain Documents and functionalities of the Platform. Under no circumstances netLex will be liable for any damage resulting from the cancellation of the registration requested by the User or by the Client.

3.3. netLex reserves the right to suspend or cancel, at any time, the account of any User in case of proven deviation of purpose, fraud, unlawful obtention of benefit or advantage or for the non-compliance with any of the conditions set forth by these Terms of Use or by the applicable legislation, without any compensation being due to the User, the Client or third-parties for damages caused. The User is aware and agrees that netLex might promote all necessary measures to pursue and enforce its rights, including legal measures.

4. netLex's rights on the Platform

4.1. Subject to these Terms of Use, netLex grants the User a limited, temporary, non-exclusive and non-transferable license to the use of the Platform, provided that the User complies with all their obligations set forth in these Terms of Use. The suspension or cancellation of the User's registration, for any reason, implies the suspension or cancellation of the license presently granted.

4.2. All intellectual property rights relating to the Platform, as well as its functionalities, are the exclusive property of and/or are licensed to netLex, including with regard to its texts, images, brands, layouts, software, codes, data-bases, graphics, articles, photographs, videos, audiovisual works and other content produced directly or indirectly by netLex (netLex Intangibles).

4.2.1. The Platform and netLex Intangibles are protected by intellectual property rights legislation, including copyrights, industrial property rights, among other rights. It is forbidden to use, copy, reproduce, modify, translate, publish, transmit, distribute, execute, upload, exhibit, license, sell, explore, do web scraping or reverse engineer the Platform and netLex Intangibles for any purpose, without the express and prior consent of netLex. Any unauthorized use of the Platform and of netLex Intangibles will be considered a violation of netLex's intellectual property rights.

4.2.2. netLex reserves the right of, at its sole discretion and at any time, alter or remove from the Platform, in whole or in part, the netLex Intangibles, including functionalities, without any previous communication to the User and without any compensation being due to the User.

4.2.3. No provision of these Terms of Use should be understood as a restriction or waiver of any of netLex's rights over the Platform and/or over netLex Intangibles, nor as an assignment of netLex's intellectual property rights to the Users.

4.3. Any and all development, arrangement, improvement, update or new versions carried out by netLex on the Platform, on its functionalities and/or on netLex Intangibles, even by suggestion or request by the User or by the Client, will be the property of netLex, and netLex may use them freely and, without limitation, adapt them, perfect them, transform them, reproduce them, distribute them, commercialize them, register them, assign them and license them, in any capacity and at its sole discretion.

5. Responsibilities of the User and of netLex

5.1. netLex or its employees will not, under any circumstances, be liable for direct or indirect damages resulting from, or related to, the access, use or inability to access or use the Platform by the User.

5.2. netLex uses third-party services to keep the Platform functioning (for example, hosting services), and, therefore, failures in such services may eventually occur. netLex will not be liable for any losses, damages (direct or indirect) and consequential losses, including loss of profits, arising from any failure on these third-party services, but, as far as possible, will keep the user informed about deadlines and measures taken to remedy failures.



5.3. netLex does not offer Users hardware devices, internet connection services nor any other technical service necessary to use the Platform, disclaiming any responsibility in this regard. It is the sole responsibility of the User: (i) to equip and be responsible for the hardware devices (computer, notebook, among others) necessary to access the Platform, as well as for these device's access to the internet; (ii) to keep secure the environment of your devices to access the platform, using specific tools for that purpose, such as antivirus softwares, firewall, among others, in order to contribute to the prevention of electronic risks; (iii) to use browsers and/or, as the case may be, operating systems, that are updated and efficient to fully utilize the Platform, in accordance with the specifications provided by netLex; and (iv) to protect and keep confidential your login and password to access the Platform, being aware that your account is for personal and non-transferable use only, and must not be shared with third-parties under any circumstance.

5.4. In view of the inherent characteristics of the internet environment, netLex is not responsible for failures in accessing or browsing the Platform resulting from circumstances beyond its will or control, such as connection interruptions or suspensions, incomplete or failed computer transmissions, as well as for technical failures of any kind, including, but not limited to, electronic malfunctions of any network, hardware or software, internet failures in general, power outages, electronic and/or physical malfunctions of any telecommunications network. The unavailability of access to the internet or to the Platform (including cases of downtime for maintenance, updating and configuration adjustments of the Platform), as well as any human, technical or any type of failure in the processing of information will not be considered netLex's responsibility. In this sense, netLex disclaims any liability arising from such facts and/or acts.

5.5. The User declares and agrees that the services offered by the Platform and by netLex do not guarantee any economic return, economy or commercial result in relation to the use of the functionalities offered by the Platform, with netLex being exempt from all liability in the event of damages and losses of any nature caused in this regard to the User, to the Client or to third-parties.

5.5.1. The User acknowledges that the creation, management and utilization of Documents are of the User's exclusive responsibility. netLex will not be liable for any damages and losses, direct or indirect, arising from the use of Documents produced by the Platform or by any error or omission contained in the Documents and information made available by the Platform.

5.6. The User takes full responsibility for any and all use of the Documents, as well as understands and accepts that netLex is not responsible for the content of any of the Documents.

5.7. The User is prohibited from:

- a. Publishing, sending, transmitting or uploading any file that contains viruses, worms, trojan horses or any other program that may contaminate, destroy or interfere with the Platform's databases;
- b. Performing any action that might disable, overload or impede the functioning or appearance of the Platform, including, but not limited to, denial-of-service attacks or interferences with the processing of the Platform.



5.8. In case of any liability of netLex towards the User or the Client, the amount to be indemnified will not exceed the amount paid by the Client to netLex for the use of the Platform in the last 12 months.

6. General Provisions

6.1. These Terms of Use will come into force at the time of acceptance by the User and will remain so for an indefinite period of time.

6.2. These Terms of Use are available to all employees at the netLex Academy and to the Clients, Suppliers, Partners and to the general public on the netLex website. The Terms of Use are revised whenever necessary, with mandatory annual review, which must take place by September of each year, by the Information Security and Compliance Committee.

6.3. These Terms of Use may be altered at any time. In case the User does not agree with the new Terms of Use, the User may reject them, which will result in the interruption of the access to and use of the Platform. If in any way the User utilizes the Platform even after the changing of the Terms of Use, it means that the User has agreed with all the changes made.

6.4. These Terms of Use do not create any type of legal relationship between the User and netLex, including, without limitation, mandate, representation, partnership, association, employment relationship or alike. netLex will remain an independent and autonomous entity.

6.5. Any action that constitutes, or may constitute, the practice of a crime or act in bad faith or offenses against good customs will give rise to the communication by netLex to the competent authorities, without prejudice to any other suitable measures pursuant to these Terms of Use and applicable legislation.

6.6. If any provision of these Terms of Use is deemed invalid, the validity of the remaining provisions of these Terms of Use will not be affected and they will continue to be in force.

6.7. The omission or tolerance by netLex in demanding strict compliance with the obligations set forth in these Terms of Use will not, under any circumstances, constitute novation or waiver, nor will it prevent netLex from enforcing these rights against the User at any time.

6.8. These Terms of Use are governed by the laws of the Federative Republic of Brazil.

6.9. Any doubts and situations not provided for in these Terms of Use will be settled by the District Court of Belo Horizonte/MG, regardless and to the exclusion of any other, however privileged it may be or become.

6.10. If the User has any questions, or wishes to make a comment, suggestion, complaint or compliment to netLex, the User can access the "Help" section available on the Platform or contact netLex through the email address suporte@netlex.com.br

These Terms of Use were updated and approved by the Officers on 30th of april of 2021.

Alterations history	
Date	Main Alterations
21 may 2021	There were no alterations, only the upload of the version of 30 may 2021, blocking the “signature” option at netLex Platform
22 september 2021	Alteration from “Administrators” to “Officers”
28 september 2022	Annual Policies and Guides revision. Update of section 6.2. General Provisions to include the frequency of this manual’s revision, removing the wording “periodically”.