

## TERMS OF USE & PRIVACY POLICY

This website, hosted at [www.qualyteam.com](http://www.qualyteam.com) (“WEBSITE”) and the Qualyteam Software (“SOFTWARE”) are owned, maintained, and operated by **QUALYTEAM SISTEMAS DE INFORMÁTICA LTDA.**, an enterprise corporation limited, registered under CNPJ (National Registry of Legal Entities) No. 09.815.064/0001-15, based on 560 Quarta Avenue, Room 303, Centro, CEP 88330-110, in Balneário Camboriú, Santa Catarina (“QUALYTEAM”).

The present document sets out a Software as a Service – SaaS user license term signed between Qualyteam and the contracting party (“USER” or “CLIENT”), who fully consents and accepts the present terms and terms and use conditions.

Furthermore, this instrument aims at providing information about the software’s usage mode and its features, conditions, nomenclature, rights, and duties.

We recommend the whole text to be read carefully and, in case you do not agree with our terms and/or privacy policy content, do not proceed to browse or use our services. If you accept them, we further recommend that you save or print a copy of this document, including all its terms and conditions of use.

### 1 – DISCLOSURE

The present document was redacted and disclosed in 3/20/2018 at [www.qualyteam.com/terms](http://www.qualyteam.com/terms)

### 2 – NOMENCLATURES

You will find below the meanings of some terms and definitions in English.

**Cookies:** Small text files that are stored on the user's computer and can be retrieved by the website that sent them during navigation.

**Company data:** any information provided by the user that identifies them, such as business name, CNPJ, address, e-mail, telephone number.

**Project Manager Data:** any information provided by the user that allows the identification of the individual in charge of contracting and communicating with Qualyteam, such as full name and CPF.

**IP:** Stands for “Internet Protocol” and is a number that identifies a device (computer, printer, router) in a network.

**Link:** Connection between documents on the Internet.

**SaaS:** stands for “Software as a Service”. It allows users to connect to and use cloud-based applications on the Internet.

**Spam:** Unsolicited electronic messages.

### **3 – SERVICE**

**3.1** – The service provided by the software consists of but is not limited to a quality management tool. The objective is to license a revocable, non-exclusive and non-transferable use of the Qalyteam software via the Internet, by means of a Software as a Service (SaaS), including software and database hosting services.

**3.2** – The service consists of modules and solutions, detailed on the website.

**3.3** – To contract the service you need to go through the following procedure:

(i) user requests and receives a quote from Qalyteam;

(ii) once the user complies with the quote, the Acceptance and Contracting Term will be processed and sent to the user, containing all information about the selected plan;

(iii) the user must provide the company data, as well as information about the person responsible for the project, and agree to the Acceptance Term. This way the contracting will be realized.

**3.4** - User registration and simultaneous access limitations will be in accordance with the Acceptance and Contracting Term and specifications of the contracted plan.

**3.5** - License services are contracted for the current software version. Qalyteam may perform improvements and updates to the software without the need for prior user consent.

**3.6** – The maintenance of backups is included in the service. Backups are performed automatically and kept in different physical locations, ensuring protection to the data uploaded to the software by the user. The user may request backups, upon prior notice, taking into account the schedule and the deadlines established by Qalyteam.

**3.7** – During registration, the client will set a password. It is the user's sole responsibility maintaining that information confidential.

**3.8** – In case of loss, disclosure, theft or identification of unauthorized password and/or user account use, the client must report immediately to Qalyteam. Qalyteam will not be liable for actions, payments or any damages that may be caused by irregular user account access by third parties.

### **4 - ALTERATIONS ON THE SELECTED PLAN**

To alter the selected service you need to go through the following procedure:

- (i) the user requests and receives a quote from Qualyteam with the new desired plan;
- (ii) a new acceptance and contracting term will be processed with information about the newly selected plan, which will have to be accepted before the alteration is implemented. The new agreement term will replace the previous one.

## **5 - COMPENSATION**

**5.1** – In order to use the tool, the user must pay Qualyteam the values established at the time of the purchase. The software is provided by monthly or annual subscription. Prices and forms of payment vary according to the conditions and services contracted, such as the selected modules and the number of users or user licenses, which will be informed in specific term at the time of the contracting.

**5.2** – Qualyteam also has services that can be contracted and paid separately. Prices and conditions for these services will be defined in specific contracting terms.

**5.3** – Prices charged are non-refundable, even if the client does not use the services.

**5.4** – Failure to pay any amounts on the respective due dates will not result in automatic termination of the agreement, but will implicate in software access suspension if the debt is not cleared within 30 (thirty) days. If the user does not resolve the financial dispute within 60 (sixty) days, starting from the due date on, Qualyteam reserves the right to terminate the agreement between the parties and definitively exclude all user data that may be stored in the software

**5.5** – Qualyteam reserves the right to modify and/or update the prices charged for using the tool, according to necessity, convenience or market fluctuations criteria.

## **6 - LEVEL OF SERVICE**

**6.1** – Qualyteam agrees to apply its efforts to the best of its abilities to provide and make the software available for 99% (ninety-nine percent) of the time in each calendar month.

**6.2** – The 99% (ninety-nine percent) Level of Service commitment does not apply if the unavailability circumstances result from:

- (i) planned interruptions, previously informed by Qualyteam by means of an e-mail or notifications in the software, and scheduled, as far as it is possible, at night time, between 10:00 p.m. and 6:00 a.m. (BRT);
- (ii) incidental cases or force majeure, pursuant to article 393 of the Civil Code;
- (iii) any acts or omissions of the user or third parties.

## **7 - PROMOTIONS AND TRIAL PERIODS**

**7.1** – Qualyteam may promote trial periods, discounts, free accesses or promotional packages at any time, for purely commercial reasons and in its sole discretion.

**7.2** – Promotions and trials will not be cumulative and may be limited to certain services, time periods, and acceptance of special conditions.

**7.3** – The period of promotions and trials will be explicitly informed through its means of communication and Qualyteam recommends that they are carefully read by the user.

**7.4** – Moreover, Qualyteam may discontinue, cancel or modify promotions and tests unilaterally.

**7.5** – After the trial period, all user's personal data inserted in the tool is erased. Only usage data will remain.

## **8 - INTELLECTUAL PROPERTY**

**8.1** – The software is licensed under service mode "Software as a Service" (SaaS) instead of a sale. Ownership and rights regarding the software, accompanying printed materials, and any and all copies shall be the exclusive property of Qualyteam.

**8.2** – The user declares to be aware that the intellectual property rights over the software are not subject to these Terms of Use and Privacy Policy.

**8.3** – The user is not authorized to use, in any form or by any means, the brands and its variations, domains, and signs pertaining to Qualyteam or present in the software.

**8.4** – All software content, including programs, databases, files, texts, drawings, pictures, layouts, headers and other elements, has been created, developed or assigned to Qualyteam and is therefore owned exclusively by Qualyteam or licensed thereto, and is protected by Brazilian laws and international treaties that regulate intellectual property rights.

**8.5** – The following are prohibited: exploitation, assignment, imitation, copying, plagiarism, reverse engineering, storage, alteration, modification of characteristics, amplification, sublicensing, sale, rental, donation, alienation, transfer, reproduction, in whole or in part, of any content of the website or software.

**8.6** – The user who violates the prohibitions contained in the intellectual property legislation and in these Terms and Conditions of Use and Privacy Policy will be liable, civilly and criminally, for the infractions perpetrated, in addition to being excluded from the platform.

## **9 - RESPONSIBILITIES**

### **9.1 – Qualyteam's responsibilities are:**

(i) perform services as contracted by the user, be responsible for the software operation, any corrections that may be necessary, and provide access to support services to clarify doubts regarding the use of the software;

(ii) inform users about any changes to the services;

(iii) provide database backup, in accordance with clause 3.6 of this document;

(iv) perform alterations on the software, arising from a legal order, at no cost to the customer and in accordance with the software update policy;

(v) maintain absolute secrecy about operations, data, materials, details, information, documents, technical or commercial specifications, technological and commercial innovations and enhancements belonging to the customer that may be provided during software use;

(vi) not to use, market, reproduce the information and documents mentioned in item "v", or give notice to third parties;

(vii) return to the user, after the end of the service, all documents that have been received or obtained in any way, as a result of the service, as well as, if applicable, delete, uninstall, and/or destroy any and all information or data belonging to the client or to third parties assigned to the client. The retention of only the documents and materials necessary to prove the fulfillment of the client's obligations is authorized.

### **9.2 – User's responsibilities are:**

(i) use the software in accordance with the usage criteria defined by Qualyteam, without changing its programming, cracking passwords or performing procedures that may harm other users or the company;

(ii) be responsible for the content of the information and documents uploaded to the software, since such information is only stored on Qualyteam servers;

(iii) make payments of the amounts due, within the terms and forms contracted;

(iv) inform Qualyteam of any changes in the specifications of the services to be performed.

## **10 – RESTRICTIONS**

### **10.1 – The user cannot:**

(i) harm the rights of Qualyteam, its partners, users or third parties, or act in any way or means that may contribute to such violation;

(ii) perform acts that limit or prevent the use of the software or unlawfully access the Qualyteam tool;

(iii) disseminate programs, viruses or use mechanisms that are not expressly recommended in the tool to obtain information and services, as well as access programming areas;

(iv) exploit any tool malfunctions, interfere with security, misuse software or any system resources, create links or shortcuts to be shared via unsolicited emails, such as spam messages;

(v) use automated data collection and selection applications to perform mass operations or even collect and transfer data that may be extracted from the software for illicit purposes. Qualyteam reserves the right to investigate any suspicious activity;

(vi) use the tool to broadcast messages not related to the software or its purposes, including messages with inappropriate content;

(vii) insert false, outdated or incomplete data.

**10.2** – Users who engage in any illegal and/or prohibited actions in these Terms of Use and Conditions may have their services suspended, data deleted from the system, and may be civilly and criminally liable for any damage resulting from the violation.

## **11 – EXTENT OF RESPONSIBILITY**

**11.1** – Qualyteam engages its best efforts to inform, serve, and protect the user. However, the user is solely responsible for the use of the software and for all information, passwords, content, and documents inserted.

**11.2** – Under no circumstances shall Qualyteam or its representatives be liable for:

(i) any damages the user may experience from third-party actions, server failures, network connection, malicious interactions such as viruses, hardware failures, power outages and unavailability in the operating environment (equipment);

(ii) any damages the user may get from websites accessible through links included in the software;

(iii) any damages and losses the user may experience as a result of the misuse of the software in disagreement with these Terms and Conditions of Use, Privacy Policies, with the law, customs or public order;

**11.3** – It is hereby clarified that this service does not establish any employment, corporate or associative relationship between the parties. Each party remains solely

responsible for all of its respective expenses and charges, whether it is labor, social security, tax, security, civil, criminal or any other nature or species.

## **12 – TOOL AVAILABILITY AND WARRANTIES**

**12.1** – Despite Qualyteam's constant dedication to providing accurate, up-to-date, proper, and complete information, the website and the software may contain technical errors, inconsistencies or typographical errors.

**12.2** – The software is made available on the Internet. The following warranties are not included:

(i) software adequacy for a specific purpose requested by the customer;

(ii) absence of defects, errors or failures;

(iii) correction of problems, damages or losses caused by decisions taken by the user based on information provided by the tool, as well as defects or errors resulting from negligence, recklessness or malpractice of the client;

(iv) problems arising from unforeseeable circumstances or force majeure;

**12.3** – Qualyteam reserves the right to modify the software, as well as the configuration, presentation, content, features, tools or any other element, including its cancellation.

**12.4** – If Qualyteam is by any chance unable to continue its activities, we undertake to provide the user with a backup of all user data that was uploaded to the software, according to clause 3.5.

## **13 – PERSONAL DATA, PRIVACY, AND SECURITY**

Qualyteam has a specific policy to regulate the collection, safekeeping, and use of personal data, as well as its security: Privacy Policy. This specific policy integrates these Terms and Conditions of Use inseparably, emphasizing that the software usage data will be archived in accordance with the legislation in force.

## **14 – LANGUAGE**

**14.1** – All legal documentation of the software was drawn up in Portuguese, including these Terms and Conditions of Use. In its sole discretion, Qualyteam may make translations of such documents available on the website/software, solely for a better user experience.

**14.2** – The Portuguese version of these Terms and Conditions of Use and the Privacy Policy is the only one accepted by Qualyteam. In case of any contradictions or divergences between the Portuguese version and any eventual translation into any other language, the Portuguese language version will always prevail.

## **15 – TERM AND DURATION**

**15.1** – This contracting service will come into effect on the date of its acceptance by the user and will remain in effect indefinitely.

**15.2** – The Terms and Conditions of Use and the Privacy Policies are of indefinite duration and will remain in effect for as long as the software is active. Similarly, tool access and usage, as well as the resources offered, have an indefinite duration, initially. However, Qualyteam reserves the right to suspend and/or cancel access to the software, the website or some parts or resources.

## **16 – MODIFICATIONS TO THE TERMS OF USE**

**16.1** – Qualyteam may revise, modify and/or update, at any time, any clauses or dispositions contained in these Terms and Conditions of Use or in the Privacy Policies.

**16.2** – The updated version will be effective for the website/software use after its disclosure by Qualyteam. Continued use or access to the website/software after the disclosure and acceptance of the modifications will confirm the validity of the new Terms and Conditions of Use or the new Privacy Policies by users.

**16.3** – If the client does not agree with the modification, the relation with Qualyteam can be terminated by following the terms of this document. However, this termination will not exempt the client from complying with all obligations undertaken under the previous versions of the Privacy Policies and the Terms and Conditions of Use.

## **17 – APPLICABLE LAW AND JURISDICTION**

**17.1** – The software is controlled, operated and managed by Qualyteam in Balneário Camboriú, Santa Catarina, Brazil, and can be accessed by any device connected to the Internet, regardless of its geographical location.

**17.2** – In view of the differences that may exist between local and national laws, when accessing the software, the user agrees that the applicable law for the purposes of these Terms and Conditions of Use shall be that in force in the Federative Republic of Brazil.

**17.3** – Both Qualyteam and the user agree that the Central Forum in Balneário Camboriú, Santa Catarina, Brazil, will be the only one competent to resolve any

questions or controversies arising or resulting from the use of the software, expressly renouncing any other forums, however privileged it may be or will come to be.

## **18 – CONTACT**

**18.1** – Qualyteam provides service channels to receive all communications necessary to users. +55 47 3047-7300 by phone, Monday through Friday from 8 am to 12 pm and from 1:30 pm to 6:00 pm (BRT), except for Saturdays, Sundays, and holidays. By e-mail to [suporte@qualyteam.com.br](mailto:suporte@qualyteam.com.br).

**18.2** – All requests must always come with the customer's contact information so that we can finish the service. All contacts made by customers will receive an acknowledgment of receipt and Qualyteam will have up to 10 (ten) days to reply to them.

## **PRIVACY POLICY**

**QUALYTEAM SISTEMAS DE INFORMÁTICA LTDA.**, enterprise corporation limited, registered under CNPJ No 09.815.064/0001-15, based on 560 Quarta Avenue, Room 303, Downtown, ZIP Code 88330-110, in Balneário Camboriú, Santa Catarina (“Qualyteam”), is responsible for the creation and maintenance of this Qualyteam software ("Software") and the website [www.qualyteam.com](http://www.qualyteam.com) ("Website"). By using the software, the user fully accepts these privacy policies and also freely and expressly consents to Qualyteam collecting, using, storing and processing the client's information, which will be necessary for the service offered to be provided in its entirety.

We recommend the whole text to be read carefully and, in case you do not agree with our terms and/or privacy policy content, do not proceed to browse or use our services. If you accept them, we further recommend that you save or print a copy of this contract, including all policies.

### **1 – DISCLOSURE**

The present document was redacted and disclosed in 3/20/2018.

### **2 – USER PRIVACY**

All passwords are stored on the Qualyteam servers in encrypted form. Sensitive information is transferred following encryption protocols. When transmitting sensitive

information, you should always ensure that your browser is able to validate the appropriate certificates.

### **3 – DATA COLLECTION**

Information is collected on our platform as follows:

(i) Information provided by you: We collect identification information, such as company data and information from the project manager, by form completion on our page. Eventually, depending on the services requested by the user, some information may be requested by Qalyteam through direct contact with customers, via e-mail, telephone connection or message delivery. Qalyteam holds no responsibility whatsoever for the accuracy of the data submitted by users.

(ii) Browsing Information: When you visit our website/software, cookies are inserted in your browser through the software to identify you in our system. Information such as IP address, geographic location, reference source, type of browser, duration of the visit and pages visited are collected. These access data are used for statistical purposes and for system improvement.

(iii) Contact History: Qalyteam stores information about all contacts previously made with our customers, such as content downloaded from our pages and interactions via e-mail, form completion or telephone.

### **4 – USE OF PERSONAL INFORMATION**

**4.1** – This term allows Qalyteam to use your personal information for different purposes.

(i) E-mail: It is used for slip submission operation, information, materials requested by the user, and general communication by Qalyteam.

(ii) Download Data: They may be used and disclosed in surveys and statistics in a generalized manner for system improvements, and no personal user information is openly disclosed to the public unless explicitly authorized by the customer.

(iii) Telephone: Qalyteam Representatives may contact users by telephone, either by calls or instant messaging, to research, present products, services and/or proposals, or whenever requested by the user, in case of any doubts.

(iv) Company name, CNPJ, addresses, names of persons responsible, CPF: This information is used to identify the clients, to verify the legitimacy of the parties to contract, to research in public agencies and inspection and collection entities.

(v) Location: Location data can be used to set the user's default language, time zone, and statistical data.

(vi) **Brand:** The user allows Qqualyteam to disclose their brand as a customer. This authorization is given by agreeing with the Term of Acceptance presented at the time of contracting the services.

**4.2 – Sharing with partners:** Your personal information will not be shared with partners, except in cases where sharing is necessary for the provision of service by Qqualyteam, respecting the inviolability and secrecy of communications made on the Internet.

**4.3 – Only Qqualyteam employees, agents, and members may have access to your personal information.** Eventually, if the insertion of your information occurs in actions created in partnerships, the explicitly identified partners will also have access to the information. No personal information may be disclosed publicly, only in a generic manner. The only exception is when such information is required by court order.

## **5 – CANCELLING SUBSCRIPTION OR DATA ALTERATION/DELETION**

(i) **Cancellation of e-mail subscription:** You can choose not to receive any types of e-mails from Qqualyteam. In all emails we send, there is always a link to cancel the signature available in the last lines. By clicking this link, you will automatically be unsubscribed from the list. When filling out any form again, the reinsertion of your email and data to the list will be characterized. Therefore, the cancellation request must be made again if it is of interest to you.

(ii) **Alteration or deletion of other information:** At the end of the contract and the use of the service, the customer receives a backup with the data inserted in the software. Subsequently, all customer's personal data is deleted from the platform. The statistical usage data remain indefinitely for the exclusive use of Qqualyteam. To change your personal information or even delete them from our database, simply send us an email expressly requesting what you want to be done to [contato@qualyteam.com.br](mailto:contato@qualyteam.com.br). Otherwise, the user agrees that Qqualyteam will continue to storage and have access to your statistical usage data.

(iii) **Access accounts cancellation by Qqualyteam:** In its sole discretion, Qqualyteam may block, restrict, disable or prevent any user's access to the website or software, in whole or partially, without prior notice, whenever inappropriate conduct and double access accounts are detected, without prejudice to the measures deemed appropriate.

(iv) **Access accounts cancellation by the user:** The user who does not wish to continue using the tool must cancel the service via e-mail: [contato@qualyteam.com.br](mailto:contato@qualyteam.com.br). It should be noted that even upon cancellation, the user must respect and comply with all contractual, legal, and financial obligations assumed up to that moment.

## **6 – SECURITY**

**6.1** – Qalyteam is committed to preserving the stability, security, and functionality of the network by means of technical measures compatible with international standards and by encouraging the use of best practices.

**6.2** – However, no service available on the Internet is fully guaranteed against illegal invasions. In cases where unauthorized third parties invade the system illegally, Qalyteam shall not be liable for damages caused by them.

## **7 – LANGUAGE**

**7.1** – All legal documentation of the software was drawn up in Portuguese, including these Privacy Policies.

**7.2** – In its sole discretion, Qalyteam may make translations of such documents available on the website, solely for a better user experience. The Portuguese version of these Privacy Policies and the Terms and Conditions of Use is the only one accepted by Qalyteam.

**7.3** – In case of any contradictions or divergences between the Portuguese version and any eventual translation into any other language, the Portuguese language version will always prevail.

## **8 – TERM AND DURATION**

The Privacy Policies and the Terms and Conditions of Use are of indefinite duration and will remain in effect for as long as the software is active.

## **9 – MODIFICATIONS TO THE PRIVACY POLICIES**

**9.1** – Qalyteam may revise, modify and/or update any clauses or dispositions contained in these Privacy Policies or in the Terms and Conditions of Use.

**9.2** – The updated version will be effective for the software use after its disclosure by Qalyteam. Continued use or access to the website after the disclosure and acceptance of the modifications will confirm the validity of the new Terms and Conditions of Use or the new Privacy Policies by users. If the client does not agree with the modification, the relation with Qalyteam can be terminated.

**9.3** – However, this termination will not exempt the client from complying with all obligations undertaken under the previous versions of the Privacy Policies and the Terms and Conditions of Use.

## **10 – GENERAL PROVISIONS**

Qualyteam has a specific text to regulate the license of use, the rights, duties, warranties, and general provisions: the Terms and Conditions of Use. These specific terms are inseparably part of these Privacy Policies.

## **11 – APPLICABLE LAW AND JURISDICTION**

**11.1** – The website/software is controlled, operated and managed by Qualyteam in Balneário Camboriú, Santa Catarina, Brazil, and can be accessed by any device connected to the Internet, regardless of its geographical location.

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