

TERMS OF SERVICE - DADOSFERA PLATFORM

By these Terms of Service of the SaaS Platform ("Terms of Service"), in the best form of the Law, for being under all the clauses that follow, having as **PARTIES**, on the one hand, **DATA SPRINTS PROCESSAMENTO DE DADOS LTDA**, a legal entity governed by private law, holder of the SOFTWARE rights, registered with the CNPJ under 32,827,254 /0001-74, headquartered at Avenida do Contorno, nº 6594, room 701, Belo Horizonte, Minas Gerais, Brazil, CEP 30.110-044, hereinafter referred to simply as "**DADOSFERA**"; "**PLATFORM**" "**CONTRACTED**," and on the other hand, the **USER**, qualified in accordance with the Dadosfera Service Provision Agreement and/or the electronic registration for access to the Dadosfera Platform, hereinafter referred to as "**CUSTOMER**," have between themselves fair and contracted this private instrument, agreeing on the clauses and conditions set forth below, is obligated by itself, its heirs and/or successors.

ABOUT DADOSFERA

DADOSFERA is an online platform for customized data solutions accessible via the URL app.dadosfera.ai ("Dadosfera Platform"), developed and made available by **DADOSFERA**. The Platform provides a tool with cloud infrastructure for the collection, ingestion, storage, processing, analysis, and exploitation of data in the Platform's cloud ("Services").

1. DEFINITIONS

"**Account Administrator**" means the employee of the Customer designated by the Customer to act as the primary user of the Dadosfera Platform on behalf of the Customer.

"**Dadosfera Privacy Notice**" means the document that contains the terms on how Dadosfera collects, uses, shares, and protects the personal data of users of the Dadosfera Platform.

"**Account**" means an account created by the Customer that allows an Authorized User to access and/or use the Dadosfera Platform.

"Dadosfera Service Provision Agreement" means the contract signed by the Customer and Dadosfera, whose object is the provision of services by Dadosfera.

"Controller" means a natural or legal person, governed by public or private law, who is responsible for decisions regarding the processing of personal data.

"Customer Data" includes all data entered by the Customer on the Dadosfera Platform and all data generated by the Customer through the Dadosfera Platform such as data asset, dashboard, reports, models and visualizations.

"Dadosfera Documentation" means the document that contains a brief description of the operation of the Dadosfera Platform and some minimum connection requirements. Dadosfera's Documentation is available at <https://docs.dadosfera.ai>.

"Confidential Information" includes any oral or written data and/or information, including, but not limited to, commercial activity, business strategies, ongoing negotiations, products, suppliers and business partnerships, customer registration information, as well as financial information, statistical, operational, economic, technical or legal, which the Parties may have access to due to these Terms of Service.

"LGPD" means General Personal Data Protection Law - Law 13.853/2019.

"Operator" means a natural or legal person, governed by public or private law, who processes personal data on behalf of the Controller.

"Dadosfera Documentation Page" electronic address <https://docs.dadosfera.ai>

"Partner of Dadosfera" is a third-party company linked to a contractual business relationship with Dadosfera.

"Disclosing Party" means any party when it is in the role of provider of confidential information.

"Receiving Party" means either party when it is in the role of receiver of the other party's confidential information.

"Intellectual Property" means any patent, trademark, service mark, copyright, moral right, right to a design, *know-how* and any other intellectual or industrial property rights, in any country, whether registered or not.

"Platform Dadosfera" is an online platform for customized solutions developed and made available by Dadosfera.

"Dadosfera Support" means the support services provided by Dadosfera through the Zendesk tool available at the link <http://suporte.dadosfera.ai/> for Authorized Users.

"Third-Party Services" means any third-party data source integrated with the Dadosfera Platform such as MySQL, Oracle, PostgreSQL and SQLServer.

“**Authorized User**” means Customer's employee or contractor authorized by Customer to be the holder of an Account and the Account Administrator itself.

“**Update**” means an update of the original version of the Dadosfera Platform.

“**Dadosfera Platform Version**” means the software configuration identified by a numerical representation.

2. INTRODUCTION

- 2.1. These Terms of Service are intended to expose the terms and conditions that must be observed by the Parties during access and use by the **CLIENT** of the **Dadosfera Platform**.
- 2.2. Subject to the provisions of these Terms of Service, **DADOSFERA** grants the **CLIENT** a non-exclusive, non-transferable, non-sublicensable, limited and revocable right for the **CLIENT** and its **Authorized Users** who have permission to access the **Dadosfera Platform**.
- 2.3. The **CUSTOMER** must ensure that all its **Authorized Users** fully comply with these Terms of Service.
- 2.4. For the purposes of these Terms of Service, the **Authorized User** agrees to the terms and conditions of these Terms of Service by clicking on the text box made available on their first access to the **Dadosfera Platform** described as “*I declare that I have read and am in accordance with the Terms of Service of the Dadosfera Platform*” or at the time of contracting the services of **DADOSFERA** (directly or through a Dadosfera Partner) by the **CLIENT**.
- 2.5. When accessing and/or using the **Dadosfera Platform**, the **Customer** and/or **Authorized User**:
 - 2.5.1. guarantees that they have reviewed and understood the full content of these Terms of Service;
 - 2.5.2. warrants that you have the legal capacity to enter into these Terms of Service and that you are over 18 (eighteen) years of age; and
 - 2.5.3. you agree with the terms and conditions of these Terms of Service.
- 2.6. The **Authorized User** acknowledges that he has read, understood and accepted these Terms of Service and certifies that he has the authority to access and use the **Dadosfera Platform** on behalf of the **CLIENT**.

3. CHANGES TO THE TERMS OF SERVICE

- 3.1. The **CONTRACTOR** may, from time to time, modify or change these Terms of Service. The **CONTRACTOR** will notify the **CLIENT** by email or publish a notice on the **Dadosfera Platform** ("Notice"). Unless otherwise stated, any change will take effect from the date set out in the Notice.
- 3.2. The **CLIENT** is responsible for ensuring that it is familiar with the most recent Terms of Service of the **Dadosfera Platform**.
- 3.3. By continuing to access and use the **Dadosfera Platform** from the date the Terms of Service are amended, the **CUSTOMER** agrees that he has read the Notice and is bound by the amended Terms of Service.
- 3.4. These Terms of Service were last updated on June 21, 2022.

4. ACCESS, REGISTRATION, AND ACCOUNT SETUP

- 4.1. Access to the **Dadosfera Platform** will depend on the provision, by the **CLIENT**, of the information provided in the **Dadosfera Privacy Notice**.

4.2. Types of Accounts

4.2.1. Dadosfera Account

- 4.2.1.1. Services Agreement, **DADOSFERA** will create a Main Account on behalf of the **CLIENT** on the **Dadosfera Platform**.

- 4.2.1.2. The Account Administrator will be the **CLIENT** holder and may:

- 4.2.1.2.1. Create or delete Authorized User accounts;
- 4.2.1.2.2. Manage viewing and operating permissions for Authorized Users' accounts;
- 4.2.1.2.3. Determine roles for Authorized User accounts;
- 4.2.1.2.4. Delete or cancel functions from Authorized Users' accounts; and
- 4.2.1.2.5. Configure any other functionality available on the **Dadosfera Platform**.

4.2.2. Authorized User Account

- 4.2.2.1. The **CLIENT** undertakes to inform only correct, complete, accurate, and updated data at the time of registration of the **Authorized User**, being its

sole responsibility for the legal consequences arising from the provision of untrue or outdated information.

4.2.2.2. The **CLIENT** will be responsible for the acts or omissions of any person who accesses the **Dadosfera Platform** using the login and password provided or created by the **CLIENT**.

4.2.2.3. The **CLIENT** must access and use the **Dadosfera Platform** in accordance with the terms and conditions of these Terms of Service and the Dadosfera Service Provision Agreement.

4.3. The **CLIENT**, within the scope of accessing the **Dadosfera Platform** through its Accounts, agrees and guarantees that it is responsible for:

4.3.1. the **Account Administrator** and all **Authorized Users** who use the **Dadosfera Platform**;

4.3.2. for maintaining the security of Account logins and passwords, protected against access by unauthorized third parties, making it impossible for third parties to misuse their Accounts;

4.3.3. for all content posted by **Authorized Users** on the **Dadosfera Platform**;

4.3.4. for using secure networks and tools such as, not limited to, antivirus, firewall to help prevent incidents;

4.3.5. for access to the **Dadosfera Platform**, all acts performed on the **Dadosfera Platform** through the Accounts of **Authorized Users** will be considered legitimate and accepted by **DADOSFERA** unless the **CLIENT** communicates the occurrence of fraud;

4.3.6. for notifying **DADOSFERA** immediately of any unauthorized use of your Accounts or any known or suspected breach of security on **Dadosfera Platform** through **Dadosfera Support**; and

4.3.7. for making reasonable efforts to stop any unauthorized use of the **Dadosfera Platform** of unauthorized use that is known or suspected by the **CUSTOMER**.

4.4. The **CUSTOMER** recognizes that public wi-fi networks present several risks to internet security. The **CLIENT** declares that it must guarantee the reliability of the networks that connect the access of its Accounts to the **Dadosfera Platform**, being its sole and exclusive responsibility for any damages arising from the use of unsecured public networks.

4.5. DADOSFERA will not be responsible for any loss or damage resulting from the **CLIENT's** above obligations.

4.6. DADOSFERA reserves the right to suspend or block access to the **CLIENT** on the **Dadosfera Platform**, in case of suspected fraud.

5. VERSIONS OF THE DADOSFERA PLATFORM

5.1. The **CLIENT** will always have the most up-to-date version of the DADOSFERA Platform, except for versions that are betas or for the development of new tools.

5.2. These Terms of Service also apply to all new versions and updates of **Dadosfera Platform** during the term of these Terms of Service and the Dadosfera Service Provision Agreement.

5.3. These Terms of Service are subject to continuous change to properly reflect the version of the **Dadosfera Platform**. The **CLIENT** will be notified by email or by means of a notice directly on the **Dadosfera Platform** with information about the main changes and improvements to the **Dadosfera Platform**.

6. CLIENT DATA

6.1. The **CLIENT** grants **DADOSFERA** a license to copy, transmit, store and backup, access, use or consult any Customer Data for the provision of Services by **DADOSFERA** and for the fulfillment of **DADOSFERA** under these Terms of Service and the Dadosfera Service Provision Agreement, including to allow the **CLIENT** and its **Authorized Users** to be able to access and use the **Dadosfera Platform**.

6.2. To the extent that access to Customer Data is necessary, subject to clause "11.a" above, may **DADOSFERA** authorize one or more employees to access Customer Data in order to comply with the obligations set forth in these Terms of Service and in the Agreement of Providing Services Dadosfera.

7. WARRANTIES

- 7.1. **DADOSFERA** declares and warrants that it is the legitimate owner of the proprietary rights over the **Dadosfera Platform**, necessary for the correct and reputable execution of these Terms of Service, including rights over titles, names, brands, patents and copyrights.
- 7.2. **DADOSFERA** will not infringe the intellectual property rights of third parties.
- 7.3. These Terms of Service, as well as the Dadosfera Services Agreement, do not generate any employment or social security of the **Dadosfera Platform** with the **CLIENT** or its **Authorized Users**.
- 7.4. **DADOSFERA Dadosfera** guarantees that the **Platform** will be provided diligently, professionally, and by qualified personnel.
- 7.5. **DADOSFERA uses** reasonable efforts to ensure that the **DADOSFERA Platform** is available 24 hours a day, seven days a week. However, it is possible that the **Platform** is unavailable to allow for maintenance or other development activity or in the event of force majeure. In cases of unavailability, the **CLIENT** will be communicated through notices on the Platform or the **DADOSFERA website**.
- 7.6. **DADOSFERA does** not guarantee that the **Dadosfera Platform** will function correctly in all digital environments, that it will not present errors, and that it will meet the needs or requirements of the **CLIENT** or guarantee compliance with specific laws.

8. **CUSTOMER REPRESENTATIONS AND WARRANTIES**

- 8.1. The **CUSTOMER** declares and acknowledges that Customer Data may not be available if:
 - 8.1.1. the **CUSTOMER** has not been properly performed by the **CUSTOMER**;
 - 8.1.2. the **CLIENT** cannot make a connection with **DADOSFERA**;
 - 8.1.3. the **CLIENT** does not follow the technical requirements and proper instructions of **DADOSFERA** to use the **Dadosfera Platform**.
- 8.2. The **CLIENT** declares and guarantees that: it
 - 8.2.1. must provide all necessary consents and approvals so that **DADOSFERA** can access the Client's Data;
 - 8.2.2. to the extent that Customer Data contains personal data when collecting, storing, and processing such data through the **Dadosfera Platform**, **DADOSFERA** will act as Operator under the terms of the LGPD. The **CLIENT** guarantees that it will have a legal basis to allow **DADOSFERA** to collect, use, store and process personal data in accordance with these Terms of Service;

- 8.2.3. is aware of the requirements of the minimum parameter for connecting to the Dadosfera Platform. The requirements are available in the Dadosfera Documentation;
- 8.2.4. is aware that if for any reason, the access permission granted to **DADOSFERA** by **CLIENT** to access its databases is interrupted, the Services provided by **DADOSFERA** may be suspended;
- 8.2.5. as Controller of personal data, it complies with the laws and regulations for the protection of personal data, including the LGPD, especially with regard to the processing of personal data that will be accessed by the **CLIENT** on the **Dadosfera Platform**;
- 8.2.6. will keep a separate backup copy of all Customer Data processed on the **Dadosfera Platform**; and
- 8.2.7. is responsible for any damages caused by negligence, misuse or recklessness in the use of the device or technology used to access the **Dadosfera Platform** or for any use in violation of these Terms of Service and the Dadosfera Services Agreement.

9. **INTELLECTUAL PROPERTY**

- 9.1. The Intellectual Property of the **Dadosfera Platform**, as well as all the functionalities, visual identity, contents and tools made available by **DADOSFERA** belong and will continue to belong exclusively to **DADOSFERA**, with the exception of Customer Data which are the property of the **CUSTOMER**.
- 9.2. The **CUSTOMER** declares to be aware that these Terms of Service do not grant any Intellectual Property rights or other exclusive rights, including, but not limited to, patents, designs, trademarks, copyrights or rights to Confidential Information or business secrets, over or related to the **Dadosfera Platform**.
- 9.3. The **CLIENT** does not have or may have any right to the database composed of data from other **DADOSFERA**.
- 9.4. **DADOSFERA** **emphasizes** that if the **CLIENT** develops a new module or product that features a copy, in whole or in part, it will be considered part of the **Dadosfera Platform**, and therefore its property is incorporated by **DADOSFERA** and its use is subject to the rules of the present Terms of Service.
- 9.5. The **CLIENT** is aware that infringements of the Intellectual Property of **DADOSFERA** or third parties are subject to civil and criminal sanctions.

- 9.6.** The **CLIENT** acknowledges that any third-party software application that **DADOSFERA** uses on **Platform** is subject to the license that the **CLIENT** has agreed with the third party that provided it with such software.

10. CONFIDENTIALITY

- 10.1.** Confidential Information is all information identified as confidential at the time of disclosure by the Disclosing Party or that may be recognized as confidential by the Receiving Party based on the reasonableness and nature of the information disclosed and the circumstances of disclosure. Confidential information is not that which the Receiving Party can demonstrate that: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Receiving Party; (c) is lawfully obtained by the Receiving Party from a third party without breach of any obligation of confidentiality; or (d) is independently developed by employees of the Receiving Party who have not had access to such information.
- 10.2.** The Parties are expressly prohibited from using, retaining, assigning, duplicating, transferring, publishing in any means of communication or publication of Confidential Information.
- 10.3.** The Parties undertake, during and after the termination or termination of these Terms of Service, to permanently comply with the duty of confidentiality, undertaking and being responsible for treating with confidentiality all data, information and documents obtained as a result of the execution of these Terms of Service, not being able to disclose them, nor deliver them to third parties or reveal them to others, except with the express and written authorization of the other Party, under penalty of liability and compensation for any losses and damages suffered and criminal liability for the acts committed.

11. DADOSFERA SUPPORT

- 11.1.** Support **DADOSFERA will provide Dadosfera** according to the service levels of the contracted plan, and for the Basic, Standard, or Advanced plans, Dadosfera Support may be activated during business hours (09:00 to 06:00: 00 PM GMT-3) and for the Premium plan, every day, 24 hours a day, for the contracted licensing term, in accordance with the terms of the Dadosfera Services Agreement.

- 11.2. The **CUSTOMER** is aware that, when necessary, he must assist Dadosfera Support in the investigation and to determine the cause of the failure and provide **DADOSFERA** all information relevant to the failure (including, but not limited to, what the **CLIENT** or its **Authorized Users** have done in relation to the fault).
- 11.3. only the **Authorized Users**. will have access to Dadosfera Support
- 11.4. Dadosfera Support will be able to classify the demands and define internal response SLA's, as well as clarify that a given demand is not the object of treatment by Dadosfera Support.
- 11.5. To request the Dadosfera Support, the **CLIENT** must send the demand via chat or by clicking on the "Send a Request" button, both available at the electronic address <http://suporte.dadosfera.ai/>, these being the recommended means for solution tracking. The communication must contain information about the demand, as well as the suggested severity classification.
- 11.6. Dadosfera Support will be carried out in Portuguese.
- 11.7. Any activity of the Dadosfera Support will cease with the end of the Dadosfera Services Agreement entered into for the access and use of the **Dadosfera Platform**.

12. **RULES FOR USE OF THE Dadosfera PLATFORM**

- 12.1. The **CLIENT** shall use the **Dadosfera Platform** exclusively for the purposes set out in these Terms of Service and the Dadosfera Services Agreement, as well as any additional policies and terms provided by **DADOSFERA**.
- 12.2. The **Dadosfera Platform** may contain links to websites of Third Party Services that the **CLIENT** can integrate to the **Dadosfera Platform**. **DADOSFERA** no control over and assumes no responsibility for the content, policies or practices of any Third Party Services.
- 12.3. The **CLIENT** acknowledges that if the **CLIENT** accesses a Third Party Service through the **Dadosfera Platform**, the **CLIENT** will use it at his own risk and understands that these Terms of Service and the **Dadosfera Privacy Notice** do not apply to your use of such Third Party Services. The **CLIENT** acknowledges and agrees that **DADOSFERA** does not own, control or have any responsibility or liability for any third-party software application that the **CLIENT** chooses to use on the **DADOSFERA Platform**.
- 12.4. **Limit of Use of the Dadosfera Platform.** The **CLIENT** acknowledges and agrees that the **CONTRACTOR** will not allow:

12.4.1. Disruption of the Platform:

- 12.4.1.1.** introduction of malicious programs on the **Dadosfera Platform**, including, but not limited to, viruses, trojan horses, spam;
- 12.4.1.2.** compromising the integrity of the **Dadosfera Platform**, including but not limited to probing, scanning or vulnerability testing of any system or network that hosts the **Dadosfera Platform**;
- 12.4.1.3.** performing reverse engineering, circumventing any security or authentication measures or gaining unauthorized access to the **Dadosfera Platform**;

12.4.2. Unauthorized activities:

- 12.4.2.1.** use of the **Dadosfera Platform** to violate laws related to the protection of copyrights, trade secrets, patents or other intellectual property, as well as laws related to information security or privacy;
- 12.4.2.2.** use of the **Dadosfera Platform** to violate the privacy of others, including importing confidential information from third parties without express permission;
- 12.4.2.3.** use of the **Dadosfera Platform** to violate any legal rights of any individual or legal entity in any jurisdiction;
- 12.4.2.4.** use of **Dadosfera Platform** to commit crimes such as theft or fraud;
- 12.4.2.5.** sharing the password of one of the Accounts or allowing third parties who are not **Authorized Users** to access or use the **Dadosfera Platform**; and
- 12.4.2.6.** use of the **Dadosfera Platform** for any illegal purpose.

13. LIMITATION OF LIABILITY

- 13.1.** The **CLIENT** declares that it is aware that it has all the necessary tools to remedy any problems or dissatisfactions arising from the use of the **Dadosfera Platform** through tools such as Support Services, as well as the possibility of canceling its subscription to the **Dadosfera Platform**, in accordance with with the terms of the Dadosfera Services Agreement.

- 13.2.** DADOSFERA is not responsible for third-party platforms or any of their content. To the fullest extent permitted by law, under no circumstances will **DADOSFERA**, its officers, shareholders, employees, agents, directors, employees, subsidiaries, allies, successors, assigns, suppliers or licensors be liable for any lost profits, indirect, special, incidental damages , punitive, exemplary or consequential arising, in all cases, from the use or inability to use the Services, third-party platforms or the content of third-party platforms, regardless of legal theory, even though **DADOSFERA** has been advised of the possibility damage, and even if a solution fails its essential functionality.
- 13.3.** **DADOSFERA will** not be responsible for (i) any unavailability, errors and/or failures of the **Dadosfera Platform**; (ii) eventual errors and/or inconsistencies in the transmission of network data, as well as those related to the quality or availability of the internet connection capable of preventing the adequate receipt of information by **DADOSFERA** or the **Authorized User**; (iii) outdated, incomplete and/or untrue data eventually presented by **CLIENT** through the **Dadosfera Platform**;
- 13.4.** **DADOSFERA is** not responsible for the use of the **Dadosfera Platform** in disagreement with these Terms of Service and for damages of any nature arising from the knowledge that unauthorized third parties may have of the data made available through the **Dadosfera Platform**.
- 13.5.** If compliance with these Terms of Service or any obligation under the Dadosfera Service Provision Agreement is prevented, restricted or interfered with for reasons of force majeure and the affected party unable to fulfill its obligations gives the other Party written notice of such event, the obligations of the affected Party, upon invoking this provision, shall be suspended to the extent necessary to remedy such event. The Affected Party shall use reasonable efforts to remove such impediment, restriction or interference, or to limit the impact of the event on its performance.

14. TERM AND TERMINATION

- 14.1.** The validity of these Terms of Service comes into force from the effective date of the Dadosfera Service Provision Agreement or with the acceptance of these Terms of Service through the **Dadosfera Platform**.
- 14.2.** The **CLIENT** may request the exclusion **DADOSFERA** of any **Authorized User** , as well as blocking access, and it will be the **CLIENT** 's responsibility to request and authorize **DADOSFERA** to take any action, and it cannot be held responsible later.

- 14.3.** Any **Authorized User** may request the deletion of their account and their data through Dadosfera Support. The exclusion of the **Authorized User** does not in itself imply cancellation of the Dadosfera Service Provision Agreement, which can only be interrupted based on the rules provided for in the Dadosfera Service Provision Agreement and the Terms of Service.
- 14.4.** The **Dadosfera Platform** may immediately suspend, block or exclude the **CLIENT** and any **Authorized User** who presents violations of the rules provided for in these Terms of Service, as well as who have committed fraud or any violation of intellectual property.
- 14.5.** Upon termination of these Terms of Service, **DADOSFERA**:
- 14.5.1.** will immediately stop performing the Services;
 - 14.5.2.** will delete all information belonging to the **CUSTOMER**, including Confidential Information, Intellectual Property and Customer Data that are on the **Dadosfera Platform**.
- 14.6.** Upon termination of these Terms of Service, the **CLIENT** shall immediately:
- 14.6.1.** cease and desist from accessing or using the **DADOSFERA**;
 - 14.6.2.** return to **DADOSFERA** all assets, including Confidential Information and Intellectual Property, in its possession that belongs to **DADOSFERA**;
- 14.7.** After termination of these Terms of Service and/or the Dadosfera Service Provision Agreement, **DADOSFERA** has no obligation to retain Customer Data and may be permanently deleted from the **Dadosfera Platform**, in accordance with applicable laws. If any Customer Data is stored on **Dadosfera Platform**, the **CUSTOMER** will be solely responsible for retrieving the Customer Data.
- 14.8.** The expiration or termination of these Terms of Service for any reason will not prejudice any rights or liabilities that accrued prior to the expiration or termination date of these Terms of Service.

15. GENERAL PROVISIONS

- 15.1.** Without diminishing the commitments of **DADOSFERA**, the **CLIENT** and the **User Authorized** agree that:
- 15.1.1.** **DADOSFERA** no obligation to evaluate the content or accuracy of the **CLIENT**, including to identify legal and regulatory obligations.

15.1.2. The **CUSTOMER** and the **Authorized User** are responsible for using the Platform properly to ensure an adequate level of security for the Customer Data, including, where appropriate, the use of the anonymization functionality and the two-factor authentication tool.

15.1.3. DADOSFERA **CLIENT** is not responsible for the inappropriate use of the Platform or if the **or the Authorized User** decides, of their own free will, not to follow the guidelines and technical recommendations made available by **DADOSFERA** on the **Dadosfera Documentation Page**.

15.2. If any provision of these Terms of Service is found to be illegal, void or unenforceable for any reason, the remaining provisions will not be affected, remaining valid and enforceable to the fullest extent possible.

15.3. The tolerance of one Party towards the other regarding the breach of any of the obligations assumed in these Terms of Service will not imply novation, waiver or constitution of a right. The tolerant Party may, at any time, require the other Party to faithfully comply with these Terms of Service.

15.4. These Terms of Service oblige the Parties by themselves and their successors, and, in the event of succession of companies, by any of its forms (scission, merger or incorporation), the successor entity is subrogated to all rights and obligations assumed in these Terms of Service, and the Party involved must inform the other Party about these cases immediately after the occurrence.

15.5. It is hereby agreed that the parties will not be liable, under any circumstances, for indirect, punitive, incidental, moral, loss of production, loss of revenue, loss or damage to reputation, loss of contracts, loss of customers, loss of or damages from the use of any software or data, waste in administration or staff time and/or loss of profits, to the opposing party or any third parties, arising from the execution of these Terms of Service, as well as for any claim or demand proposed by third parties against the other Party, its partners or employees, or for the payment of any amounts by way of indemnity, loss of profits and/or direct or indirect losses and damages, in any capacity.

16. APPLICABLE LAW

16.1. These Terms of Service, Dadosfera's Service Agreement and any Dadosfera policy will be governed and interpreted in accordance with the laws of Brazil.

- 16.2.** The **CLIENT** acknowledges and agrees to elect the courts of the District and City of Belo Horizonte/MG as the jurisdiction to resolve any disputes arising from this Contract, hereby waiving, in advance, any other jurisdiction, regardless of how advantageous it may be.