



# *LinkApi*

Embeddable integration platform

## Terms of Use

### Please read carefully our Terms of Use

These Terms of Service ("Terms") govern the relationship between LinkApi, including their website, software and services ("linkapi.com") and their users. By using LinkApi you agree to these terms in full. If you are using it for a company, you agree to these Terms for the company as well. If you do not agree, do not use LinkApi.

### About your Data

By using LinkApi, you enter various data, including but not limited to user profiles, customer names, projects, tasks, and other things ("Data"). This data is yours and not LinkApi. We do not have and never have any property on them. However, we will need to host this data, make backups, process and edit them to generate reports and graphs, perform analysis, alert, suggest actions and a series of other things that are directly linked to the LinkApi proposal. So we will save, access and process this data. By using LinkApi you give us permission to do this directly and also through third parties of our trust. In addition, you authorize us to use your data to perform statistical studies and others that may be published in aggregate form in different public medias. Rest assured, your individual data can never be identified by the general public.

### About your Responsibilities

LinkApi is not responsible for what you do with it. In fact, you are solely responsible for this. Therefore, you should only enter and share data if you have all the rights associated with them, especially the intellectual. Your responsibility also includes the protection of your password to access LinkApi. If someone has access to it, you are the one who will take responsibility for what is done by this person through LinkApi. LinkApi is not responsible for intrusions, improper access, tampering, manipulation or deletion of your data by third parties authorized or not by you. LinkApi has no obligation to guard or provide logs or connection logs and access to the application that may be directed to your account in the system. You acknowledge that LinkApi may send emails with tasks created to recipients that you indicate, assuming full responsibility in relation to them for possible understanding regarding the unsolicited "SPAM" message.

### Acceptable Use of LinkApi

We want you to use all the flexibility of LinkApi to work creatively and productively. However, it is unacceptable that you publish:

- Pornographic material, prejudiced, racist or offensive;

- Inciting or apologizing to crime or information about illegal activities; - Pornographic material or illegal activities including children under 18 (eighteen) years;

- Encrypted or password protected files or pages that contain inappropriate information defined in these rules;

- Slanderous material, which falsely attributes to someone a fact defined as a crime, insulting statements that offend the dignity or propriety of someone as well as defamatory statements, imputing to someone fact offensive to his reputation;
- Information on software piracy;
- Material protected by copyright or industrial rights, being prohibited the publication of photos, texts or sound files or videos without the authorization of the representative of the work or company in charge.

### **In addition, it is expressly prohibited:**

- Use of the SOFTWARE outside the conditions set forth herein;
- Translate, decompile, copy images, codes, screens, or any parts of the SOFTWARE for use outside of it;
- Rent, lease, resell, assign or transfer your license;
- Modify the product or merge all or any of its parts with another program;
- Remove or change any copyright notice, trademark, or other proprietary notices posted on LinkApi.

### **About LinkApi Offering Mode**

LinkApi is available exclusively through this document through a temporary, limited, non-exclusive, non-transferable and revocable Software Use License. You acknowledge that you have not purchased LinkApi, but only have a license to use. Under no circumstances will you have access to the LinkApi source code.

### **About LinkApi Plans**

LinkApi can be used according to various plans, which are described in the Plans page. Plans and their features (such as price, number of users, disk space and others) can be modified, or even extinguished, by us at any time. You will be advised as soon as possible of such modifications. By signing "LinkApi", the deadline for change of plan is up to 1 business day.

### **Publicity**

From the moment you create your LinkApi account you become our customer, and as such, authorize us to place your company name and logo on our website and other communications with third parties. If you stop using LinkApi for more than 90 days, we will understand that you are no longer our customer and that authorization will be automatically canceled.

## About Billing

We will invoice the chosen plan automatically, in advance, from the date of the migration and in each periodical renewal until the cancellation. You are responsible for paying applicable taxes, and we will include such taxes in collection if we are required by law to do so. If you migrate to a Premium Payment Plan, we will charge the difference between the two plans on the first invoice. If you migrate to a Lower Payment Plan, we will write off the credit you have not yet used and charge the difference only when this credit is entirely consumed by the new Payment Plan. It is important to note that simple non-use of the system does not interfere with the amounts due by contracting the plan chosen by you in LinkApi. That is, you will not be free of the full payment of the contracted plan simply by not using the service that is available to you. If you no longer wish to pay for LinkApi, you must formally cancel your contracted plan.

## Technical Support

It is very important that you know how LinkApi works to extract the maximum value it can offer you. To do so, we provide a series of videos and training materials online through the HELP link within LinkApi. In addition, we offer explanations about the operation of LinkApi and its operation, exclusively during business hours (from 9am-12pm 2pm-6pm GMT 3). Of course, we assume that you have knowledge about the operation of the computer and the operating system you are using and about how it connects to the internet, as well as how access is made to websites. If you choose to call us, the cost of this call is yours. We give preference to the contacts made via email, through the address [suporte@Linkapi.com.br](mailto:suporte@Linkapi.com.br). The contracting of any plan of LinkApi does not assure to you any technical support that exceeds the provisions in this document. If you identify any failure, vulnerability, instability or incident involving LinkApi, you agree to maintain confidentiality and immediately inform the company, at [support@Linkapi.com.br](mailto:suporte@Linkapi.com.br).

## Backup

LinkApi is not required to make or back-up "Backups" of your data stored on the platform, and you are free to use the tools available on the platform to export your data, whenever it suits you. Please understand that in the event of deletion of your data by you or third parties, we may not have prior versions of your recoverable database.

## Cancellation

You may cancel your Paid Plan on LinkApi at any time, as provided in item 5 of the Service Agreement.

## Deleting the Data

If you are in a Free Plan and spend more than 12 months without any access to LinkApi, we reserve the right to delete all your Data. If you are already in a Payment Plan, we will only delete the Data 12 months after the end of the period of your plan and we will offer you the possibility of receiving a file with your Data ("Dump File") in standard format CSV (Comma Separated Values) if requested prior to formal cancellation of the contract. If you have deleted your account through the web interface, LinkApi will not be able to offer your files in the above format. We are not required to export your data in any format other than that described in this document. If you are in the Test Plan, and your period ends, you will have 60 days to migrate to a Paid Plan before your data is deleted.

## Termination

You may stop using LinkApi at any time:

- a) In the event of infringement or delinquency of its clauses and conditions, regardless of judicial or extrajudicial filing, as well as in case of request for judicial, extrajudicial and / or bankruptcy of any one of the parties, pursuant to Law No. 11101 of 09/02/2005. In the event of termination due to default by the Party, a non-compensatory fine will be applied in the amount of 30% of the monthly payments due until the regular termination of the Contract;
- b) For the interest of either party, at any time, by giving formal notice to the other 30 days in advance. In the event of early termination required by either Party, a non-compensatory fine to be paid by the Requesting Party shall be applied in the amount of 30% of the monthly installments due until the regular termination of the Contract.

## LinkApi is "SUCH AS IS"

We make every effort to offer LinkApi in an exemplary manner, but there are certain things we cannot guarantee. TO THE EXTENT ALLOWED BY LAW, LinkApi AND ITS AFFILIATES, SUPPLIERS AND DISTRIBUTORS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THEIR OPERATION, AVAILABILITY OR CONFIDENTIALITY OF THE DATA STORED AT LinkApi. LinkApi IS PROVIDED "SUCH AS IS". WE ALSO DISCLAIM ANY WARRANTY OF MERCHANTABILITY, ADEQUATION FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

## Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL LinkApi, ITS AFFILIATES, SUPPLIERS OR DISTRIBUTORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS, WHETHER IN RELATION TO A LEGAL THEORY, WHETHER LINKAI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH INDEMNIFICATION, EVEN IF A GUARANTEE DOES NOT REACH ITS ESSENTIAL PURPOSE, (B) LIABILITY ADDED BY ALL APPLICATIONS FOR INDEMNIFICATION RELATED TO SERVICES OF A HIGHER VALUE MORE THAN R\$ 100 OR THE AMOUNTS PAID BY YOU TO LinkApi DURING THE LAST 12 MONTHS OF USE.

## **Integrity of Understandings**

These Terms constitute the entire agreement between you and LinkApi, and supersede and supersede any prior or contemporaneous agreements. They do not create any rights of third-party beneficiaries.

## **Resignation, independence of clauses and assignment**

The fact that we do not require compliance with something that is agreed here does not constitute a waiver of our right to do so later. If a provision is found to be void, the remaining provisions of the Terms shall remain in full force and a valid term shall replace the term null, reflecting our intent as far as possible. You shall not assign any of your rights under these Terms and any attempt to do so shall be void. LinkApi may assign its rights to any of its affiliates or subsidiaries or to any party that may succeed it in the participation of any associated company with us.

## **Period of Validity and Modifications**

The Period of validity of the terms is undetermined. These Terms may be published, revisited from time to time, and a more published version will be posted on our website. You will be notified through your e-mail address in LinkApi. If you continue to access or use the Services after the revisions come into force, it is understood that you agree to abide by the revised Terms.

## **Resolving Disputes**

There is nothing more important to us than good relationship with our customers. Therefore, you agree to contact us and attempt to resolve any dispute that may occur informally. If within 15 days we cannot resolve, then both you and we can file a formal lawsuit. Should this occur, it is defined that we will resort to the Central Forum of the District of the City of São Paulo / SP in Brazil, renouncing any other, howsoever privileged it may be.