

## **Terms of Use and Access**

### **PURPOSE OF THE AGREEMENT**

The online services BCockpit belongs to Tech-bridges Marketing Ltda. Members are subject to the following Terms of Service:

### **DESCRIPTION OF SERVICE**

BCockpit offers to its members access to its platform of geo contact management, integration with Phonebook, Gmail, email marketing and CRM – Customer Relationship Management tools. It allow members to improve internal and external business relationships. BCockpit is available on web, Android and IOS versions.

### **ACCESS CONDITIONS**

Users will be able to register on BCockpit via a) web page or b) via smartphone/tablet´s application. Members will have 50-contact free trial for unlimited period. May user wish to upgrade, user may access payment gateway via web.

### **TERMS OF SERVICE**

Users must watch tutorial presentation and import your contacts from phonebook, GMail email marketing and CRM - Customer Relationship Management tools, to enable them to organize and grow your contacts automatically. User will also be able to integrate BCockpit with email marketing and CRM systems, which will be listed at our marketplace.

Users can also import your contacts file in xls version 97-2000, an Excel spreadsheet or CSV. How more complete this file, the better the positioning of all the contacts on the Contacts Map. This map will allow the user geolocalize your contacts and set specific routes of visitation. Users are free to export their contacts base (all, by tags or companies). Users are free to leave BCockpit at any time.

### **RESPONSIBILITIES**

You are responsible for all activities that occur under your Account BCockpit and must comply with all local, state, national and foreign laws, treaties and regulations in connection with your use of the Services, including those related to data privacy, international communications and the transmission of technical or personal data.

### **OBLIGATIONS**

(In consideration of your use of the Services, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Registration Process "Registration Data") to sign up for a user account (the "BCockpit Account"), and (b) maintain and update your Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or if it has reasonable grounds BCockpit to suspect that such information is untrue, inaccurate, not current or incomplete, BCockpit has the right to suspend or terminate your account and refuse BCockpit current or future use of any or all services. You can not register or access the Services if you are considered as a competitor of BCockpit, unless expressly BCockpit the prior written consent. You may not use another person, entity, customer account, the Subscriber, company or organization, without the prior written permission of that party. You are solely responsible for maintaining the confidentiality of your account BCockpit and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your password or account BCockpit. If you

have reason to believe that your Account B Cockpit is no longer secure, you agree to immediately notify B Cockpit. You may be liable for losses incurred by B Cockpit or others due to any unauthorized use of your Account.

#### PERSONAL DATA AND PRIVACY

The personal information you provide to B Cockpit through the Service is governed by B Cockpit Privacy Policy and applicable laws concerning personal information. Your election to use the services each time you log in to your account B Cockpit means that you accept the terms of the Privacy Policy then in effect by B Cockpit. You are responsible for maintaining the confidentiality of your username, password and all other sensitive, confidential or proprietary information related to or used in connection with its B Cockpit account. You are responsible for all activities that occur in your B Cockpit account and you agree to notify B Cockpit immediately of any unauthorized use of your account B Cockpit. B Cockpit is in no way responsible for any loss or damage incurred by you or any third party as a result of any unauthorized access and / or use on its B Cockpit Account, or otherwise. You represent and warrant to B Cockpit that you own or have all rights, title and interest in and to the use of any information you use in connection with your account B Cockpit and the way in which this information is being used by you.

#### COMMUNICATIONS

We currently offer a limited free plan for up 100 contacts. However, this modified rate will be charged unless your agreement to pay such charges is obtained. Thus, if at any time B Cockpit requires a different rate for any of the Services, you will be given reasonable notice of such fees and the opportunity to cancel your membership before such charges should be imposed. If you choose not to pay such modified rates, B Cockpit have the right to cease providing any or all of such service for you.

#### CANCELLATION

You are solely responsible for properly canceling your account with B Cockpit. A letter, email or phone request to cancel your account B Cockpit is not considered a cancellation of your account with B Cockpit. You can cancel B Cockpit service simply by clicking on the "Account" tab and then click the "delete my account". All content will be immediately deleted from the Service upon cancellation. This information can not be recovered once your account is canceled.

#### USE RESTRICTION

In addition to all other terms and conditions of these Terms, you must not: (a) license, sublicense, sell, resell, transfer, assign, distribute or commercially exploit or make available to third parties the services in any way; (b) copy, distribute or disseminate any part of the services in any medium; (c) amend or modify the Services in any way without the prior written consent of B Cockpit; (d) reverse engineer, reverse assemble, reverse compile or attempt to create the source code of the Services, or interfere with or compromise system integrity or security or decipher any transmissions to or from the servers running the service; (e) take any action that imposes or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (f) upload invalid data, viruses, worms, Trojan horses or other harmful or disruptive codes, components, devices or software agents through the Services; (g) impersonate another person or misrepresent your affiliation with a person or entity, conduct fraud, hide or attempt to hide his identity, or misrepresent the origin or content of information transmitted through the Services; (h) use of any illegal manner Services or any other manner that could damage, disable, overburden, or impair the B Cockpit or any site or any part of the

Services; (i) ignore the BCockpit measures can use to prevent or restrict access to the Services; (j) use any robot, spider, scraper, road or other comparable automated technology to access the Services for any purpose, without the express written permission of BCockpit; (k) to gain unauthorized access to the Service, your user accounts, computer systems or networks by unauthorized means, such as piracy or exploitation password; (l) collect or harvest any personally identifying information. staff, including account names, from the Services without first obtaining the prior express written consent of such party to use any personally identifiable information; (m) use third-party links to sites without agreeing to its terms and conditions of the site; and (n) post links to third party sites or use their logo, company name, etc., in connection with the Services without first obtaining the prior express consent in writing. You must: (A) notify BCockpit immediately of any unauthorized use of any password or account or any other BCockpit known or suspected violation of security; (B) report to BCockpit immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you or other Subscribers to violate these terms or the intellectual property rights of third parties; and (C) not impersonate another Subscriber or provide false identity information to access or use the Services.

#### SPAM AND ILLEGAL ACTIVITIES

You agree to be solely responsible for the content of your transmissions through the Services. You agree not to use the services for illegal purposes or for the transmission of material that is unlawful, harassing, defamatory, invasive of privacy of another person, abusive, threatening, harmful, vulgar, pornographic, obscene or otherwise objectionable, which contains virus, or infringes or may infringe the intellectual property or other another person's property rights. You agree not to use the Services for the transmission of "junk mail," "spam," "chain letters," or other distribution unsolicited bulk email or other unauthorized activity or unsolicited. BCockpit reserves the right to terminate your access to the Services if BCockpit believed to have used the services for any illegal or unauthorized activity.

#### DATA OWNERSHIP

We respect your right to proprietary content published and stored on the Services, including, but not limited to contact names, contact details, tasks, events, messages in the Services and posted to social networks, and related content created or stored by you and any type of data that identifies you or any customer or program, including but not limited to information on the use, account information, internal team members, or merchants together with you or your customers (the "Confidential information"). Unless specifically authorized by you, your use of the Services does not grant BCockpit the license to use, reproduce, adapt, modify, publish or distribute the content Confidential Information created by you or stored in your B BCockpit account for business purposes, marketing of BCockpit or any similar purpose. You expressly grant BCockpit the right to use and analyze aggregate activity data system associated with the use of the Services by you and other subscribers for optimization purposes, improve or enhance the way the services operate, and to create new features and functionality in connection with the services to the sole discretion of BCockpit.

#### USER-GENERATED CONTENT

You can transmit or publish content created by you using any of the services or otherwise. However, you are solely responsible for such content and the consequences of its transmission or publication. Any content that you may receive from other users of the Services is provided to you AS-IS for your information and personal use, and you agree

not to use, copy, reproduce, distribute, transmit, display, sell, license or otherwise exploit such content for any purpose, without the express written consent of the person who owns the rights to that content. In the course of using any of the services, if you come across any content with copyright notice (s) or feature (s) of copy protection, you agree not to remove such copyright notice (s) or disable this copy protection feature (s) as appropriate. By making any content copyrighted / copyrightable available in any of the services that claim that you have the consent, authorization or permit, as the case may be each person can claim any rights over the contents to make this available content so. In addition, when making any content available as described above, you expressly agree that BCockpit have the right to immediately block access to or remove such content made available for you if BCockpit receives complaints concerning any illegality or infringement of third party rights in such content. Using any of the Services and transmitting or publishing any content using the Services, you hereby expressly and irrevocably determining the illegality of issues or violation of third party rights in such content, the agent appointed by BCockpit for this purpose.

#### INTELLECTUAL PROPERTY RIGHTS

BCockpit, both the word as a trademark, and logos are trademarks of BCockpit. You agree not to display or use, consent anyway, agile marks, without the express prior written the BCockpit. You acknowledge and agree that BCockpit is and must remain the exclusive owner of all right, title and interest in and to the Services, including, without limitation, all patents, copyrights, trade secrets, trademarks and other intellectual property rights including enhancements, improvements, modifications or additional equipment added over time by BCockpit is compared to its feedback or use or otherwise. Except for the right to use the Services strictly in accordance with these Terms, as amended or modified from time to time, no license or conveyance of any ownership rights to you is granted or implied under these terms.

#### SUBSCRIBER ACCESS

By agreeing to these terms, you will have access to the Services under the terms and subject outlined here over time. BCockpit reserves the right to deny access to Subscriber Services from time to time in order to allow BCockpit to perform routine or emergency maintenance, upgrades or bug fixes. BCockpit shall use commercially reasonable efforts to notify subscribers of hardware interrupts provided in the Services and will make commercially reasonable efforts to schedule such activities in times of non-peak users. In addition, BCockpit reserves the right, at its sole discretion, to reassign or rename your URL / profile area. BCockpit is not responsible for interruptions or degradation of services where the systems, programs, data or processes that are controlled or operated by you provided are factors that contribute to the degradation or interruption service. Also, when the services are Internet-based, you acknowledge and agree that BCockpit can not control the flow of data between your servers, other portions of the Internet and its connections and computers. Such flow depends inlarge part on the performance of Internet services provided or controlled by third parties. Sometimes, actions or omissions caused by these third parties may harm your Internet connections. Although BCockpit will use its commercially reasonable efforts to take the measures it deems appropriate to remedy and prevent such events, there is no guarantee that will not happen.

#### INDEMNIFICATION

You agree to indemnify and hold BCockpit, its officers, directors, employees, suppliers and affiliates, from and against any losses, damages, fines and expenses (including attorneys' fees and costs) arising from or relating to any claims that you have used the services in

violation of another party's rights, in violation of any law, in violation of any provisions of the Terms, or in connection with any other claims related to your use of the Services.

#### ARBITRATION

Any controversy or claim arising out of or relating to the Terms shall be settled by binding arbitration in accordance with the Laws of Rio de Janeiro/RJ, Brazil. Any controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitrator's decision shall be final and not subject to appeal. The arbitration will be conducted in this city only and judgment on the arbitration award may be entered in any court of the same jurisdiction. Notwithstanding anything to the contrary, BCockpit may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction.

#### TERMINATION

You agree that BCockpit may terminate your account and access to BCockpit reasons Services, including but not limited to, breach or violation of these Terms or the Privacy Policy BCockpit, a request for you to close your account BCockpit, discontinuance or material modification of the Services, unexpected technical issues or problems, long periods of inactivity and / or requests from law enforcement or other government agencies. Termination of your account includes elimination BCockpit service access, the exclusion of BCockpit account information, such as your e-mail ID and password and delete data in your account as BCockpit, however without any contribution of return distended donation under any circumstances.