

Terms of Use

THESE TERMS OF USE APPLY TO PRODUCTS AND/OR SERVICES SUPPLIED BY CST Comércio e Serviços de Informática Ltda (hereinafter “SADIG”) THROUGH THE TATICVIEW APPLICATION AND www.taticview.com WEBSITE (hereinafter “TaticView”) TO YOU, OR THE ENTITY YOU REPRESENT (hereinafter “You” or “User”).

About

This agreement consists of general terms and conditions (hereinafter “General Terms”) and specific terms and conditions of use of the TaticView subscription service (free or paid) (hereinafter “Terms of Service”). The General Terms and Terms of Service are referred to as "Terms". In the event of a conflict between the General Terms and the Terms of Service, the Terms of Service prevail.

Acceptance of Terms

The Service is offered subject to acceptance of all of the terms and conditions contained in these Terms of Use, including the Privacy Policy available at www.taticview.com, and all other operating rules, policies, and procedures that may be published, which are incorporated by reference. You must be of legal age, depending on the country of your location, to formally agree and accept the Terms. If you accept the General Terms but do not agree with the Terms of Use, do not use subscription services. The Terms can be accepted by marking the checkbox in the end of the page, or automatically by start using any service provided by TaticView.

Services Description

TaticView supplies services (“Service” or “Services”) for the creation and execution of custom dashboards (control panels) based on data provided by the User and allows the sharing of these dashboards between Users (depending on the subscription configuration used, free or pay). The Services can be used for personal, professional or commercial or corporate use. You can connect to the Services using any browser supported by the Services. You are responsible for obtaining the hardware, software and internet connection required for the Services usage. You can create and edit contents in your account and, if desired, share and publish this content. SADIG are not responsible for occasional damage caused by the creation, execution, loss, leakage or sharing of dashboards and information generated by TaticView.

Terms Updates

SADIG reserves the right, in its sole discretion, upon notification to users, to make changes to the terms. SADIG will provide reasonable advance notice in TaticView website or by e-mail before the Updated Terms become effective. You may cancel your use of the Services if the Terms are changed in a way that significantly affects how you use the Services and You don't agree. You agree that SADIG may notify you of the Updated Terms by posting them on the Service, and that your use of the Service after the effective date of the Updated Terms (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the Updated Terms. Therefore, you should review these Terms of Use and any Updated Terms before using the Service. In case you do not agree with the Updated Terms and cancel your

subscriptions, no paid amount will be refunded.

User Obligations

To be able to access and use the Services provided by TaticView, the user must supply all the information required to create a user account. You agree to: 1) provide true, accurate, current and complete information about yourself to register; and 2) maintain and promptly update any such information to keep it accurate. In case you provide any incorrect, false, outdated or incomplete information, or if SADIG have any reason to suspect that the provided information is not correct, your user account may be cancelled and future use of the Services forbidden.

Personal Information and Privacy

Any personal information you provide to SADIG through its Services is governed by the Privacy Policy available at www.taticview.com. The use of the Services implies that You agree and accepted the Privacy Policy terms. You are responsible to keep your username, password and other sensible data safe and secret and commit yourself to use strong passwords (see [Tips for creating a strong password](#)). You are responsible for any and all activities in your account and agree to immediately notify SADIG of any unauthorized use of your account by the e-mail privacy@taticview.com. SADIG is not responsible for any loss or damage to You or third party resulting from unauthorized access of your account.

Warnings and Notices

The provided Services may include some communications from SADIG, like warnings related to the Service, administrative messages and news. You understand that these communications are integral part of the provided Services. As part of SADIG policy to serve you full privacy, SADIG offers to You the option to not receive news notices. However, Service warnings and administrative messages communication are not optional since they may be vital to the Services use.

Payments and Credits

For Services that require payment, there are options: (1) monthly subscription, which will use the credits acquired by You through the TaticView subscription screen. Your subscription will automatically renew at the end of each period, only if You have enough credits for the configuration corresponding to the subscription to be renewed. If You do not have enough credits, your subscription will not be automatically renewed. Payment for the purchase of credits will be made through a bank slip issued by TaticView or by credit card, the approval of which will be carried out, according to the User's location, by a national or international card operator, always according to payment conditions informed by You, at the time of purchase. (2) corporate subscription, formalized by annual contract, monthly payments and discounts according to the contracted configuration, in this case, always paid through bank slips. In case of cancellation or non-renewal of the subscription, You will not be reimbursed for any amount already charged for any remaining credits. SADIG reserves the right to change the subscription fees and to start charging subscription fees for Services that are currently available free of charge. You will not be charged for using any Service unless you choose a paid configuration. Information on subscription options and corresponding amounts can be obtained at www.taticview.com.

Use Restrictions

In addition to all terms and conditions of this agreement, you cannot: 1) transfer or somehow provide to third parties the Services; 2) provide some service based in the Services without prior write permission; 3) use the third parties websites links without agreeing to its own terms and conditions; 4) post links to third parties or use their brand, name, logo or another without write permissions from the responsible; or 5) use the Services to send spam, scam, phishing or any other illicit activity.

Spam and Illicit Activities

You agree on being the only responsible for the use, content and communications of your user account. You agree not to use the Services to illegal purposes or for the transmission of illicit, defamatory, calumnious, invasive, abusive, threatening, harmful, vulgar, erotic or obscene content; with religious or racist stamps; with virus or other malicious programs; or breaks intellectual properties or third parties copyrights. You agree not to use the Services to send spam, scam, phishing or any other not required mass communication. SADIG reserves itself the right to cancel and close your account and your access to the Services if any reasonable reason to believe You used the Services for illegal or not authorized activities are found.

Inactive User Account Policy

SADIG reserves the right to close user accounts that are without credits and inactive for a period longer than 120 (one hundred and twenty) days. In that case, all information and data associated with that account will be removed. In advance of the closing we will send a notice by e-mail.

Data Property

SADIG respect your right of ownership over the content created and the data stored by you. The content created and the data stored by you are your property. Unless authorized by you, your use of the Services does not grant to SADIG the right to use, reproduce, modify, publish or distribute your created content or stored data stored for advertising or commercial purposes. But you grant to SADIG the permission to access, copy, distribute, store, transmit and publish your account content and data, with the exclusive reason of providing to you the TaticView Services.

User Created Content

You can transmit or post content created by You using any of the Services. However, You are solely responsible for that content and the consequences of its transmission or publication. The data stored in TaticView are not subject to indexing through search engines. You are responsible for ensuring that you do not make publicly available, even if by accident, any private content stored on TaticView. Any content that You receive from other Users of the Services, is provided to You for YOUR information and for YOUR personal use only and You agree not to use, copy, reproduce, distribute, transmit, show, sell or exploit from any other without prior written authorization from the User who owns the rights to this content. In the event that, during the use of the Services, You find any content with copyright notice or protection feature

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Sample Apps and Files

SADIG may provide sample applications or files for the purpose of demonstrating the possibilities of using the Services. The information contained in these applications or sample files consists of randomly generated data. We do not guarantee, explicitly or implicitly, the veracity, usefulness or completeness of this information and / or the applications and sample files.

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Indemnification

You agree to defend, indemnify and hold the SADIG Parties harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with any of the following: 1) your Content or your access to or use of the Service; 2) your breach or alleged breach of these Terms of Use; 3) your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; 4) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or 5) any misrepresentation made by you. You will not in any event settle any claim without the prior written consent of SADIG.

Governing Law and Jurisdiction

These Terms of Use are governed by and construed in accordance with the laws of the "Republica Federativa do Brasil". You expressly and irrevocably agree that exclusive jurisdiction and venue for any claim or dispute with us, our employees, contractors, directors, and content providers or relating in any way to your use of this Site or the Services resides in the city of Porto Alegre, Rio Grande do Sul State, Brazil and you further irrevocably agree and expressly and irrevocably consent to the exercise of personal jurisdiction in those courts over any action brought under these Terms of Use. We and you hereby waive the right of trial by jury in any action arising out of or related to the Site, Services or these Terms of Use.

This Term of Use are registered at the 3º Cartório de Registro de Títulos e Documentos e Civil das Pessoas Jurídicas, of the city of Porto Alegre, state of Rio Grande do Sul, Brazil, as well as is published at www.taticview.com.

Accounts Suspension and Closing

SADIG may suspend your user account or temporarily disable full or partial access to any Service in case of any suspicion of illegal activity, prolonged periods of inactivity or due to requests from legislative, judicial or governmental bodies. Objections to the suspension or cancellation of accounts must be made by e-mail to privacy@taticview.com within thirty days after notification. SADIG may delete a suspended or canceled account after a period of 30 (thirty) days. You can also delete your account, at your request, using options provided by TaticView itself (My Data / Delete Account option). In addition, SADIG reserves the right to delete your account and deny access to the Services if there is reasonable suspicion that the Terms have been violated. When You request the deletion of your account, You understand and accept that, from this moment on, your access to all Services will be denied, and all your information, such as email address and password and other data will be deleted. stored in your account.

