

Terms of Use

In order for your Company to register with any of our applications and use our online services, you, representing your Company, must click on the "I Agree" button, indicating your agreement with all the terms set forth herein.

Please read them carefully.

REGISTRATION AND ATTENTION - "You" (the Legal Entity described in the specific Registration Form, herein represented by its representatives in any capacity) agree that, in order for your company to register on our website (www.nimbi.com.br), in our applications, or to use any of our online services, click on the "I Agree" button below, thereby entering into a legally binding contract with Nimbi S.A., a privately held corporation headquartered at Alameda Vicente Pinzon, 51- 6th floor - Vila Olimpia - São Paulo, registered with the tax number 02.890.199/0001-04.

You may only use the Nimbi Platform on behalf of your company as described in the applicable Registration Form. You may not use your account in relation to affiliates of the company or any third party.

By clicking "I Agree," you acknowledge that you have read and understood the terms and conditions of this Terms of Use agreement and agree to be bound by all of its provisions. By clicking "I Agree," you are also consenting to the use of electronic signatures and acknowledging that your click on the "I Agree" button constitutes an electronic signature.

KNOW AND TEST THE TERMS OF USE - We may modify them to reflect changes in the law or changes to our Services. You should review the terms regularly. We will post notices of modifications to the Terms of Use on this page. The changes will not be applied retroactively and will take effect at least 15 (fifteen) days after their publication. However, changes regarding new features of a Service or changes made for legal reasons will take effect immediately. If you do not agree with the amended terms of a Service, you must discontinue use of that Service.

These terms govern the relationship between Nimbi and you. They do not create any rights for third parties.

If you do not comply with these terms and we do not take immediate action, this does not mean that we are waiving any rights we may have (such as taking future action). If a specific condition of these terms is not enforceable, this will not affect any other terms. If you need to contact us about the terms of these Terms of Use, please send an email to atendimento@nimbi.com.br

OUR SAINTS - The Nimbi Platform consists of an internet-based virtual electronic procurement system designed to serve as a channel for offering products and services between you and companies that use the Nimbi Platform for this purpose, as identified in an applicable Terms of Use ("Services").

You acknowledge and agree that:

- I. The Nimbi Platform is a service that allows users to publish content that will be made available to the Purchaser (any company with whom you wish to transact on the Nimbi Platform), including, but not limited to, content related to proposals, offers, and responses to requests for proposals (RFP), but it is not an e-commerce platform; (ii) Nimbi will not intermediate transactions of any kind;
- II. No transaction will be concluded between you and the Purchaser through the Nimbi Platform;
- III. Any supply of products or services to the Purchaser, if applicable, will be agreed between the Purchaser and the respective user(s) in an environment external to the Nimbi Platform; IV. No flow of funds or conclusion of contracts will occur on the Nimbi Platform;
- V. Nimbi shall not be liable to the Purchaser or You for any transaction arising from the existing relationship between the Purchaser and You, whether direct or indirect, nor shall it be liable for negotiations between the Purchaser and You, for the delivery of products or services, since such negotiations are at the risk and expense of the Purchaser and You, who must take all necessary precautions, nor shall Nimbi be liable for any damages and/or losses resulting from negotiations between the Purchaser and You, for the origin and quantity of products and services, which shall be Your sole and exclusive responsibility.

The Nimbi may provide you with support services (help desk), as described in an applicable Terms of Use Agreement. The Subscription Agreement (if any), the Terms of Use, and the Privacy Policy shall be read and interpreted together and shall form the agreement between you and Nimbi. The Terms of Use may, but will not necessarily, be amended by the Subscription Agreement. In the event of a conflict between the Terms of Use and the Subscription Agreement, the terms of the Subscription Agreement shall prevail.

ACCOUNT - You must have an Account to use the Nimbi Platform's online services. Having an Account means having a username and password. To protect your Nimbi Platform Account, you must keep your password confidential. You are solely and entirely responsible for all activities that occur under the Login(s) (Usernames) and Password(s) provided. We do not recommend that your password be reused in third-party applications. If you become aware of any unauthorized use of your Account or password, please contact us immediately and arrange to change it for greater protection of your data.

You may not share your login and password with third parties. If you nevertheless share your login and password with third parties, shall be exempt from any liability in relation to the information made available, and you shall bear all inherent risks.

OUR INSURANCE - By registering, you acknowledge that you are legally responsible for the use of our Services on behalf of the legal entity you have registered and assume all responsibility for the relationship of the legal entity you represent in its connections and relationships with third-party companies.

YOUR CONTENT - Some of our online Services allow you to submit "Content" (which includes, but is not limited to, personal information, company data, content, or any other information you upload or post on the Nimbi Platform, such as, without limitation, proposals, offers, product or service descriptions, and price lists). You retain ownership, including intellectual property rights, over all Content shared by you.

In short, what belongs to you stays with you.

The Purchaser shall define the terms, conditions, and requirements for any opportunity that allows you to publish any Content. You shall be solely responsible for any and all Content published by you and for keeping such Content up to date on the Nimbi Platform.

You will have access to the content that the Purchaser decides to make available to you on the Nimbi Platform, at the Purchaser's sole discretion.

When you upload to the Nimbi Platform or otherwise submit Content to our online Services, You expressly authorize NI BI (and those we work with) to use, host, store, process, treat, reproduce, transfer, analyze, and execute such Content, provided that it is anonymized, does not contain any confidential information about the End User, and does not allow the identification of the End User in any way, in accordance with the provisions of item VIII, art. 70 of Law 12. b5 of April 23, 2014, hereinafter referred to as the "Civil Code of the Internet" identification of the End User in any way, in accordance with the provisions of item VIII, art. 70 of Law 12. b5 of April 23, 2014, hereinafter referred to as the Civil Code of the Internet or "CCl." The rights arising from this authorization of use are for the restricted purposes of operating, promoting, developing, and improving its Services, managing the performance of the Nimbi Platform, negotiation and acquisition decisions by the Purchaser and any of its affiliates, to generate reports for the Purchaser, procurement planning and analysis, reports, analytics, monitoring, and supervision of compliance with applicable law ("Purposes").

You hereby agree and consent that NIBI shall have the right to grant access to and disclose the Content to any of its affiliates, the Purchaser, affiliates of the Purchaser, third parties contracted by the Purchaser, and third parties contracted by N PBI for the Purposes, and that it shall have the right to transfer and export any Content to any third party in any country, exclusively for the Purposes, and subject to the confidentiality obligations set forth in these Terms. Please ensure that you have the necessary rights to authorize us to use any Content you submit to our Services. This applies to both your personal information and information about the company you represent.

Notwithstanding the above, Nimbi shall have the right to process and use anonymized or aggregated data for any purpose it deems desirable, provided that such anonymized data does not contain any confidential information about you and does not allow you to be identified in any way.

You acknowledge and agree that NINBI has no control over the transmission of data via the internet or public telecommunications networks and that, therefore, N PBI's obligations under these Terms of Use and the respective Registration Forms do not apply to Content that is in transit over such networks.

YOUR RESPONSIBILITIES - It is important that you follow the rules of these Terms of Use available on the NimbiPlatform website.

Provided that you comply with all of your obligations set forth in these Terms of Use, including, without limitation, those relating to the topic "What you must and must not do," N PBI grants you a limited, revocable, non-exclusive, non-transferable, and non-sublicensable right to access, use the Services, and view information on the pages of the Nimbi Platform website as part of the Services, for as long as your registration with the Nimbi Platform remains active. For the purposes of these Terms of Use, this right does not extend to any affiliate of the legal entity you represent. We reserve all rights not expressly granted under these Terms of Use, including, without limitation, ownership rights, intellectual property rights, moral rights, copyrights, and all other rights relating to the Nimbi Platform and related items, including any and all copies that have been made of the Nimbi Platform website.

You may not copy, modify, distribute, sell, or lease any part of our Services or the software included therein, nor may you reverse engineer or attempt to extract the source code of such software.

The use of the Nimbi Platform's online services does not grant you ownership of the intellectual property rights to the applications, features, copyrights, patents, designs, trademarks, components, or content that you access through our solutions. These terms do not grant you the right to use any trademarks or logos related to the Nimbi Platform, N PBI, or its members.

YOUR WORKS - What you MUST and MUST NOT do:

What you should do

Comply with all applicable laws, including, but not limited to, the CCI, privacy laws, general data protection law, intellectual property laws, tax laws, and regulatory requirements; Provide accurate information to the Nimbi Platform and update it as necessary; Comply with these Terms of Use and the Privacy Policy; Comply with the instructions contained in notices sent to you by the Nimbi Platform regarding the Services; Use the Services in an ethical manner and only for your internal business purposes; and Use your real name (including the full name of the company you represent) in your profile.

What you shouldn't do

1. Act dishonestly or unethically by publishing inappropriate or inaccurate Content on the Nimbi Platform;
2. Publish inaccurate information in the fields indicated on the profile form.
3. Causing damage by harming another legal entity, including sending unwanted communications on the network using the Nimbi Platform;
4. Add, publish, email, transmit, or otherwise make available or introduce any Content that:
5. Falsely reports or impersonates or otherwise misrepresents your identity, as a legal representative of your company, including, but not limited to, a false description of the Services provided or products sold by your company;
6. Is, in whole or in part, illegal, defamatory, abusive, or otherwise objectionable;

iii. Add content to a field not designated for it (for example, enter a phone number in the "address" field or any other field, or include phone numbers, email addresses, postal addresses, or any personally identifiable information for which there is no specific field provided by the website);

1. Include information that you do not have the right to disclose or make available under the law or pursuant to contractual or fiduciary relationships (such as privileged information or confidential and private information known or disclosed pursuant to non-disclosure agreements);
2. Infringe on patents, trademarks, trade secrets, copyrights, or other intellectual property rights of third parties;
3. Include any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation. This prohibition includes, without limitation, using the site to send unsolicited promotional messages to contacts of network companies without their permission;

Contain software viruses, worms, or any other code, file, or computer program that interrupts, destroys, or limits the functionality of any computer software or hardware or telecommunications equipment of the site or any user of the site;

Falsify or manipulate identifiers to mask the origin of any communication transmitted through the Services;

1. Duplicate, license, sublicense, publish, broadcast, transmit, distribute, perform, display, sell, rebrand, or otherwise transfer information found on the Nimbi Platform (excluding content registered/entered by you), except as permitted in these Terms of Use.
2. Reverse engineer, disassemble, decipher, or otherwise attempt to copy the source code of any underlying intellectual property used in the Nimbi Platform, or any part thereof; . Use information, content, or any data viewed or obtained by you on the Nimbi Platform website to provide any service to any competitor of N B ;
4. Imply or state, directly or indirectly, that you are an attorney or legal representative of B, unless you have the documents proving the declared legal relationship;
5. Rent, lease, lend, trade, sell/resell, license, sublicense, transfer, assign, distribute, commercially exploit, or otherwise make available to any third party the Nimbi Platform or access to the Nimbi Platform or any information contained therein, or the equivalent, in whole or in part, including through a hosted work, multiple user licenses or multiple access arrangements, time sharing, cumulation, outsourcing, for the purposes of a service bureau or similar, except for the benefit of your commercial operations;
6. Remove any copyright, trademark, or other proprietary rights notices contained on the Nimbi Platform;
7. Remove, cover, or otherwise hide any form of advertisement included on the Nimbi Platform;
8. Collect, use, copy, or transfer any information, except as expressly permitted by these Terms of Use or as expressly authorized by the company that owns the information;
9. Share information about other users of the Nimbi Platform without their express consent;
1. Infringe or use the Nimbi Platform brand, logos, or trademarks of Nimbi or any of its members or licensors, unless expressly permitted by Nimbi
11. Use software, devices, scripts, robots, or other means or processes, whether manual or automated, to access, capture, probe, or spy on any web pages or other services on the Nimbi Platform;
12. Accessing the Nimbi Platform through automated or manual means or processes to monitor the availability, performance, or functionality for any competitive purpose;
13. Engaging in "framing," "mirroring," or otherwise simulating the appearance or function of the Nimbi Platform website;
14. Attempting to access or effectively accessing the website (Nimbi Platform) by any means not authorized by Nimbi or by the interfaces provided by the website, such as mobile applications or by browsing the website <http://www.nimbi.com.br> with a web browser. This prohibition includes accessing or attempting to access the Nimbi Platform website through any service provided by third parties, including other software-as-a-service" platforms.
15. Attempting to or effectively neutralizing any security component included in or underlying the Nimbi Platform;
1. Participate in any action that directly or indirectly interferes with the functioning of the Nimbi Platform infrastructure or overloads it beyond reasonable limits, including, without limitation, attempting to gain unauthorized access to the site or transmitting or activating computer viruses through or on the Nimbi Platform;
17. Interfere with, disrupt, or attack the Nimbi Platform website or Services, including, without limitation, any servers or networks connected to the website. to the website.

Complaints about content published on the Nimbi platform - We created the Nimbi Platform to transform the way companies connect and do business. To achieve this goal, we offer different applications and online services marketed under the SaaS (Software as a Service) model. For the Services to function properly, you must share only true and accurate information. We also respect the intellectual property rights of third parties. Therefore these Terms require that the information you register/enter and your Content be accurate and information. We also respect the intellectual property rights of third parties. Therefore, these Terms require that the information you register/enter and your Content be accurate and not violate the intellectual property rights or other rights of third parties.

Nimbi shall have the right to remove any Content or information posted by You that, in ZUMBI's reasonable judgment, may reasonably infringe applicable law, the rights of any third party, or the terms and conditions set forth herein, or to comply with applicable law or a valid court order or administrative order, without prejudice to Nimbi's rights and remedies available under these Terms of Use, the Privacy Policy, and applicable law. Nimbi will use commercially reasonable efforts to notify you of the removal of any information, except where prohibited by law or court order. You hereby acknowledge and agree that under no circumstances shall Nimbi be required to monitor or review the content of each piece of information published by you. To submit

complaints, send an email to atendimento@nimbi.com.br.

Customer Control - You are free to choose what information you want to provide to Nimbi, however, some of it is essential for completing the purchase of Services and for the best browsing experience on the Nimbi network website.

By registering and filling in your name and email address, you agree to receive alerts and notifications about events within the Nimbi network, as well as commercial communications. You may revoke your consent to receive commercial communications at any time.

The main internet browsers allow Users to manage the use of cookies on their machines. We recommend that you keep cookies enabled. This will allow you to explore all the personalized browsing features offered by the Nimbi network website, but if you do not agree, you can disable this feature.

The User is solely responsible for updating and providing correct data to the Nimbi network website at the time of registration. If desired, the customer may cancel their registration by sending an email to atendimento@nimbi.com.br.

With the constant evolution of the business model, N PBI reserves the right to change these Terms of Use at any time by publishing the updated version at www.nimbi.com.br.

At any time, Users may ask questions about our Terms of Use and Privacy Policy by emailing atendimento@nimbi.com.br, or by contacting us at the following address: Alameda Vicente Pinzon, 51 - 6th floor - Vida Olimpia - São Paulo/SP

FURTHER INFORMATION - NBT advises Nimbi network users to protect their information against unauthorized access to their computer, account, or password. You should always make sure to click "log out" when you finish browsing on a shared computer.

NIMBI informs all Users that it will never send electronic messages to install programs on its Users' computers.

To maintain the security and protection of network site users' information, N PBI uses reasonable and appropriate measures, such as the Communication Protocol (https) and an SSL method to encrypt all types of communication between the user and NimM network applications. The encryption methods may be replaced at any time by other methods, such as AES — Advanced Encryption Standard; DER - Data Encryption Standard; TLS - Transport Layer Security; SUL - Secure Sockets Layer; RSA - RUA Data Security, Inc; MDS - Message Digest algorithm; TCU - Galois/Counter Mode; SHA - Secure Hash Algorithm.

Nimbi network applications are hosted in data centers with Security Certifications 0 90 1, 0 27001, 0 27001 Smart Cloud Enterprise, 0 2000, DOC 1, DOC 2, and SOC certifications.

PERSONAL DATA PROTECTION PROGRAM - When licensing the software, Niimbi may encounter data related to identified or identifiable natural persons (personal data) and, therefore, will be subject to legal provisions on the processing of personal data, particularly with regard to Law No. 179 of August 14, 208 "L."

In order to comply with the obligations described in these Terms of Use, N B will act as the operator of the data provided by You and entered into the platform, while You will act as the data controller.

In terms of obligations, you, as the data controller, declare and guarantee that:

- a. you will comply with the LGPD and all other Applicable Laws, as well as meet the standards applicable in your segment in relation to the Processing of Personal Data; b. has all the necessary rights, consents, and/or authorizations required by the PD Law and other Applicable Laws to disclose, share, and/or authorize the Processing of Personal Data by its team, as requested by you;
- and/or authorize the Processing of Personal Data by its team, as requested;
- c. will be responsible for providing information about privacy and its internal security methodologies through the applicable means, including, without limitation, through a privacy policy or notice containing all the information required by the Applicable Laws to Data Subjects;
- d. shall be responsible for ensuring that all Personal Data provided to Nimbi is accurate and up to date;
- e. shall be responsible for ensuring that all instructions transmitted to Nimbi in relation to Personal Data comply with Applicable Laws, exempting the innocent Party from any liability; shall not provide or share, under any circumstances, Sensitive Personal Data of its employees, service providers, and/or third parties, except f. if necessary for the provision of services and strictly for the purposes of complying with applicable legislation;
- g. notify Nimbi within 72 (seventy-two) hours of any protest or request for access involving the processing of personal data carried out by the Nimbi team on behalf of the USER; and h. will use its decision-making power to collect and process data strictly for situations provided for in Article 70 of the und, and will only process data with consent and when strictly necessary for the development of these services.

Nimbi obligations as a personal data operator are described in the Privacy Policy.

ELIGIBILITY FOR INSURANCE - To meet the criteria for using the Service, you must meet the following requirements and declare and guarantee that you: (1) are of the "minimum age" (legal age of majority as provided by law); (2) have no restrictions on using any of the Services and are not prohibited or prevented from having an account on the Nimbi Platform; (3) will use your real name and only provide accurate information on the Nimbi Platform; (4) have full power and authority to enter into this instrument by accepting these Terms of Use and, in doing so, will not violate any other agreement to which you or Nimbi or its members are parties; (5) will not infringe any rights of N BI, its members, or third parties, including intellectual property rights such as copyrights or trademarks; and (6) agree to provide, at your own expense, all equipment, hardware, software, and Internet access necessary to use the Services; (7) are aware that some practices that violate the provisions herein may constitute a crime and/or result in civil liability. Minimum age means 18 (eighteen) years old for Brazil and the legal age indicated in the legislation of each country.

By agreeing to our terms, you are automatically guaranteeing us that all information provided is true and that you meet all the prerequisites for us to work together.

SIGNATURE - The profile you create on the Nimbi Platform website will become part of the website. You agree to: (1) keep your password secure and confidential; (2) not allow other people to use your account; (3) not using other users' accounts; (4) not selling, trading, or otherwise transferring your account on the Nimbi Platform to another person/user; and (5) not charging anyone for access to the Nimbi Platform or any information contained therein. Furthermore, you will be responsible for anything that happens through your account until you close it or prove that the security of your account has been compromised for reasons other than your own fault. To close your account, send an email to atendimento@nimbi.com.br.

REMUNERATION AND PAYMENT METHOD - For the online services used on the Nimbi Platform, you must pay NINBI the amount of the respective plan chosen according to the frequency defined among the payment options made available by the Nimbi Platform, at the time of contracting, in the Terms of Agreement for each specific Purchaser.

If you choose to access more services within the Nimbi Platform, you must pay NINBI the amount of the contracted plan, according to the frequency defined among the payment options in the Terms of Agreement for the service or for the Purchaser.

Failure to pay any undisputed amounts due under this instrument on the specified due dates will result in suspension of access to the Services, in accordance with the conditions set forth in the respective Terms of Agreement for the corresponding Acquirer, until the outstanding financial obligations are settled.

In the event of any suspension of your right to access or use any part or all of the Nimbi Platform, you will remain responsible for all undisputed fees and charges incurred in the period prior to the date of suspension. If the suspension remains in effect for more than thirty (30) days, your account on the Nimbi Platform may be canceled, unless otherwise established in a respective Term of Adhesion for the corresponding Purchaser.

Please also note that you may cancel or suspend your account in accordance with the conditions set forth herein.

Our responsibilities and obligations

1. While the NimM Platform website offers the Service, Nimbi reserves the right, at its sole discretion, to update, improve, and expand the Services. Any modification, alteration, or interruption occurring on the Nimbi Platform, in whole or in part, as well as changes and modifications to the prices of the Services for you or for all of our users, will be published on the Nimbi Platform website or communicated directly to you, at which point they will take effect.
2. **DISCLOSURE OF USER INFORMATION.** You acknowledge, consent, and agree that we may access, process, store, and disclose your registration information and any other information you provide to us, in accordance with the terms of these Terms of Use and the Privacy Policy, or as required by law or court order, to: (1) comply with legal proceedings, including, but not limited to, court orders, subpoenas, summonses, notifications, or other mandatory disclosures; (2) comply with these Terms; (3) respond to claims that use of the Platform constitutes infringement of third party rights, whether or not the third party is a User, an individual, a legal entity, or a government agency; (4) respond to inquiries from customer service agencies; or (5) protect the rights,

property, or safety of the Nimbi Platform, our users, or the general public. The disclosure of user information to third parties, except as strictly necessary to serve the Purchaser, to administer these Terms, or to comply with legal requirements, is addressed in the Privacy Policy and is in accordance with the terms of the CCI.

You are solely responsible for your interactions with other users.

NOTICES OF COPYRIGHT, MORAL RIGHTS, AND INTELLECTUAL PROPERTY RIGHTS - The Services include the copyrights, moral rights, and intellectual property rights of zumbi, its members, or its licensors, and, except for the limited rights of access and use granted to you, Nimbi reserves all of its intellectual property rights in the Nimbi Platform. The website, the Nimbi Platform logos, and other trademarks, service marks, graphic elements, and logos used on the Nimbi Platform and in any Services are registered trademarks of Nimbi or its licensors.

No Party may use any trademark, name, service mark, or logo owned by the other party or other users, except as previously authorized in writing by the respective party or user, as applicable, except that You hereby authorize NBI to use Your name and logo solely to indicate that You are a user of the Nimbi Platform.

Confidentiality - As used in these Terms of Use, the term "Confidential Information" means all confidential and proprietary information of one party (the "Disclosing Party") disclosed to the other party ("Receiving Party"), verbally or in writing, that is designated as confidential or that should reasonably be understood to be confidential considering the nature of the information and the circumstances of the disclosure, including the terms and conditions of these Terms of Use, the Nimbi Platform, technological and technical information, and Content. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation to the Disclosing Party; (ii) was known to the Receiving Party prior to disclosure by the Disclosing Party without breach of any obligation to the Disclosing Party; (iii) has been independently developed by the Receiving Party without breach of any obligation to the Disclosing Party; or (iv) is received from a third party without breach of any obligation to the Disclosing Party.

The Receiving Party shall not disclose or use any confidential information of the Disclosing Party for any purpose outside the scope of this Term of Use, unless previously authorized in writing by the Disclosing Party. Notwithstanding the foregoing, you hereby acknowledge and agree that the Purchaser and its affiliates and third parties contracted by the Purchaser may access, use, and process any and all Content and any and all Confidential Information published by you on the Nimbi Platform, which shall not constitute a breach of the confidentiality obligations set forth in this clause.

Each Party agrees to protect the confidentiality of the other Party's confidential Information in the same manner as it protects the confidentiality of its own confidential information of a similar nature (but in no event using less than reasonable care).

If the Receiving Party is required by law, regulation, court order, or other competent public authority to disclose Confidential Information of the Disclosing Party, it shall promptly notify the Disclosing Party of such mandatory disclosure (to the extent permitted by law) in order to allow the Disclosing Party to seek or obtain a court order or other remedy from the competent authority to prevent the disclosure. The Receiving Party also agrees to provide, at its own expense, reasonable assistance to the Disclosing Party in the event that the Disclosing Party intends to contest the disclosure. In the event that the Disclosing Party is unsuccessful in contesting the disclosure of Confidential Information, the Receiving Party undertakes to disclose only that portion of the Confidential Information that it is legally required to disclose.

If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of the confidentiality protections provided herein, the Disclosing Party shall have the right, in addition to any other remedies available, to seek injunctive or similar relief to prevent such acts.

Disclaimer - Nimbi is not responsible and makes no representations or warranties or conditions regarding the delivery of any messages (such as content transmission publications generated by any other user) sent on the Nimbi Platform website to any person has no obligation to verify the identity of the people it hires for its Services, nor will it have any obligation to monitor the use of the Nimbi Platform's online Services by other users. Therefore, disclaims any responsibility for identity theft or any other misuse of your identity or information by other people.

You acknowledge and agree that the state of the art does not allow for the development of an error-free platform, therefore, you acknowledge and agree that by agreeing to these terms of use, you take into account the risks involved in this transaction. For this reason, Nimbi does not guarantee that the services offered by the Nimbi platform will function without integration or without failures, nor that the Nimbi platform is free of viruses or other components. No warranty or condition is provided in relation to the results to be obtained from the use of the platform.

The operation of the Services and access to the Nimbi Platform may be interrupted at any time (i) for reasons of maintenance, updates, or problems with the system or the Nimbi Platform, (ii) if NIMBI deems it necessary or desirable for the preservation or performance of the Nimbi Platform for any reason, attributable or not to You, including, without limitation, in the event of denial-of-service (DoS) attacks, (iii) if Nimbi is required by law to do so.

Nimbi disclaims all liability for damages caused by any interruption or malfunction. In addition, Nimbi disclaims all liability for any malfunction, inability to access, or inadequate conditions for using the Nimbi platform due to:

- (a) Inadequate equipment
- (b) Problems associated with the Internet service provider
- (c) Internet network congestion
- (d) Use of the Nimbi platform in violation of these terms of use and privacy policy
- (e) Defects in your property that affect the Nimbi platform
- (f) Any failure on your part to comply with your obligations under these terms of use that is the direct cause of the problem
- (g) Errors caused by third-party software or hardware or by the configuration of such programs or equipment (e.g., your firewall settings that are blocking data traffic) not provided by Nimbi
- (h) And for any other reason. In addition, Nimbi disclaims liability for operational failures, operation by unauthorized persons, or any other cause for which Nimbi is not responsible. Nimbi disclaims liability for problems defined as "fortuitous events" or "force majeure" as contemplated by Article 393 of the Brazilian Civil Code.

Shall also not be liable for personal injury, incidental, special, indirect, or consequential damages, including, without limitation, damages for loss of profits, moral damages, loss of revenue, corruption or loss of data, failure to transmit or receive data, financial losses, indirect, special, consequential, exemplary, or punitive damages, business continuity, or any other commercial loss or damage (including any unlawful or otherwise improper act or omission) arising out of or in connection with your use or inability to use the Nimbi Platform Services or applications, for any other reason.

INDEMNITY AND RELEASE - You agree to indemnify and hold NBI harmless from all damages, losses, and costs (including, without limitation, attorney's fees and legal expenses) related to all civil or criminal legal actions brought by third parties, caused by: (1) your failure to comply with these Terms, including, but not limited to, the publication of content that violates the rights of third parties or applicable laws; (2) any content you submit to the Services; and (3) any illegal activity you engage in on or through the Nimbi network website.

LIMITATION OF LIABILITY - Liability for any claim related to the discussion or questioning of the Terms of Use and Privacy Policy of the Nimbi network website, including any implied warranties or conditions, including, without limitation, warranties of title or non-infringement and any implied representations, warranties, or conditions of merchantability and fitness for a particular purpose and those arising from the course of business or trade customs, is limited to the amount you paid to Nimbi to use the Services. Neither Nimbi nor any of our subsidiaries, affiliates, employees, shareholders, or directors shall be liable, cumulatively, for: (a) any damages in excess of the most recent amount paid by you for a Service, or (b) any indirect or consequential damages, punitive damages, or loss of use, profit, revenue, or data suffered by you or any third party as a result of your use of the Service, any Platform Applications, or any content or other materials on the website, accessed through the website, or downloaded from the Nimbi website.

This limitation of liability is a fundamental element of the negotiation between the parties and, without it, the terms and prices charged would be different. The provisions of this section shall:

- Apply regardless of (1) whether you base your claim on contract, tort, statute, or any other legal theory, (2) whether we knew or should have known about the possibility of the damages, or (3) whether the limited remedies provided by this instrument fail in their essential purpose; and
- This does not apply if you have entered into an Adhesion Agreement (an agreement that may be signed with you to serve a specific Purchaser) specific with a separate limitation of liability provision that supersedes this section with respect to those services.

CHANGES TO NEW BELIEFS - We are constantly changing and improving our Services. We may add or remove features or functionality, and we may also suspend or discontinue features of the Service altogether.

B may also add or create new limits on the Services at any time.

MISUSE OF DANGERS - Unless otherwise regulated and/or provided for in the Terms of Use, Nimbi may restrict, suspend, or cancel the account of any User who abuses or misuses the online services of the Nimbi Platform. Misuse of the Services includes infringing any intellectual property or moral rights, violating the provisions of the section entitled What You Must and Must Not Do, or any other behavior that, at its sole discretion, considers contrary to its purpose.

TERM - These Terms of Use shall become effective on the date you first agree to these Terms of Use by clicking on the "I Agree" button below, shall be for an indefinite term, and shall remain in effect until terminated in accordance with the terms set forth below.

TERMINATION - Unless otherwise regulated and/or provided for in a specific Purchaser's Terms of Use, either Party may terminate these Terms of Use and/or a specific Purchaser's Terms of Use at any time, for any reason, upon giving the other Party at least 60 (sixty) days' prior notice.

Unless otherwise specified in the Terms of Use for a specific Purchaser, Nimbi may, at its sole discretion, terminate any specific Purchaser's Terms of Use under these Terms of Use by notifying you, which shall take effect immediately in the event of termination or rescission of the Terms of Use between imbil and the respective Purchaser, for any reason, without any liability to Nimbi and without affecting the validity of the Terms of Adhesion of other Purchasers, if any.

Unless otherwise specified in the Terms of Use of a specific Purchaser, either party may terminate these Terms of Use or any specific Terms of Use in the event of non-compliance by the other party with any term or condition of these Terms of Use or specific Terms of Use that is not remedied within 30(thirty) days from receipt of notification sent by the non defaulting party of the Terms of Use, Privacy Policy, or specific Terms of Use. Termination of a specific Buyer Agreement shall not affect the validity of any other specific Buyer Agreements or the Terms of Use then in effect. Termination of these Terms of Use shall automatically terminate all specific Buyer Agreements then in effect.

In addition to all other rights and remedies available under these Terms of Use or at law, either party may terminate these Terms of Use in whole, but not in part, in the event that: (a) the other party makes an assignment for the benefit of creditors or a proposal or arrangement under any bankruptcy or insolvency law, or is declared bankrupt or insolvent, or if it enters into judicial reorganization on terms that prevent it from fulfilling its obligations hereunder, or initiates any proceedings seeking relief or protection under any applicable bankruptcy or insolvency law;(b) the other party is subject to a petition for dissolution or liquidation that is not rejected within five (5) business days or there is a resolution determining its dissolution or liquidation; (c) an administrator, trustee, or receiver is appointed by any court order to administer the other party or a substantial part of its assets; or (d) any action is brought by or against t h e other party under bankruptcy law or any law related to the protection of debtors' rights, and such action remains unchallenged for a period of 60 (sixty) days from its commencement.

Without prejudice to the foregoing, Nimbi shall have the right to cancel your access to the virtual page of any given Purchaser on the Nimbi Platform in the event that the Purchaser sends written communication to Nimbi requesting that it remove you from the Purchaser's page on the Nimbi Platform.

Termination of these Terms of Use shall not prevent either party from pursuing any other remedies available to them, and shall not relieve you of your obligation to pay all fees incurred prior to termination.

Upon termination or expiration of these Terms of Use for any reason, your access to the Nimbi Platform will be immediately interrupted, except with regard to access to your Content, which will be made available by for download for a period of 30 (thirty) days, after which shall have the right to delete or destroy any of your Content, except for any data whose maintenance by is necessary for compliance with applicable legislation.

Failure to comply with the obligations assumed herein due to circumstances beyond the control of the parties, such as those constituting unforeseeable circumstances and force majeure as provided for in Article 393 of the Brazilian Civil Code, shall not constitute grounds for termination of the contract.

GENERAL PROVISIONS

Independence of contractual clauses

If a judge, court, or arbitrator finds any provision of these Terms of Use or Privacy Policy to be invalid, void, voidable, or unenforceable, the validity, legality, and enforceability of the remaining provisions of these Terms of Use or Privacy Policy shall not be affected.

Notifications and citations

Except for communications regarding breach of contract or termination, whenever a notification is required or permitted under these Terms of Use, it may be given through the communication channels available on the Nimbi Platform, and will be considered delivered on the date the message is received by the other party. To contact us, [click here](#).

With regard to communications concerning breach of contract or termination, such communications shall be deemed to have been delivered if sent by prepaid express registered letter with acknowledgment of receipt, five) days after posting, or, if sent by email, within three (3) business days from the date of sending the email message, addressed to the party to be notified as follows

If to Nimbi

Att: Legal Department

Address Av. Roque Petroni Júnior, 999 - Sala 31 - Jardim das Acacias, São Paulo - SP, 04707-000

E-mail: juridico@nimbi.com.br

If for you, according to the information indicated in your registration, or another address provided in writing. Any notices you deliver that do not comply with the terms of this section will have no legal effect.

Comprehensive Agreement

You agree that these Terms of Use, the Privacy Policy, and the Membership Agreement constitute the entire, complete, and exclusive agreement between you and NI BI with respect to the online services of the Nimbi Platform, superseding all prior agreements and understandings, whether verbal or written, regarding the subject matter of these Terms of Use.

Assignment

You may not assign, transfer, or pledge these Terms or any rights under this Term of Use, including the right to access the Nimbi Platform, without the prior written consent of Nimbi. All attempts at assignment shall be ineffective. We may freely assign or delegate all rights and obligations under the Terms of Use, in whole or in part, without notice to you.

Tolerance

Tolerance of non-compliance with the obligations under these Terms of Use and Privacy Policy or failure by Nimbi or You to exercise any right arising from these Terms of Use and Privacy Policy shall not constitute novation or acceptance of any future non-compliance, nor a waiver of the rights set forth in these Terms of Use and Privacy Policy, and shall apply only in isolation.

Jurisdiction

The central court of the district of the capital of the State of São Paulo, Brazil, is hereby elected, to the exclusion of any other, regardless of how privileged it may be, to settle any issues arising from the execution of the Terms of Use and Privacy Policy.

Successors

These Terms of Use, as well as the Privacy Policy, are binding on Nimbi and you and your successors, in any capacity.

Applicable legislation

These Terms of Use, as well as the Privacy Policy, shall be governed by Brazilian law, to the exclusion of any other, regardless of how privileged it may be. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods - Uncitral (180), as amended, does not apply to this instrument.

Independent parties

The parties to this instrument are independent of each other. These Terms do not create an agency, partnership, franchise, joint venture, or employment relationship between the parties.

Representatives

By registering on the Nimbi Platform website and accepting the Terms of Use and Privacy Policy by clicking on the "I Agree" button below, you declare, under penalty of law, that you are the legal

representative of the Company Contracting the Services or that you have the respective powers granted/conferred through a proper power of attorney, in order to enter into obligations on its behalf, and consents to and agrees with the terms and conditions of these documents, which shall constitute a binding agreement between the parties, duly enforceable against you.

