

TERMS OF SERVICE

Service provider:

- **BOTCITY DESENVOLVIMENTO DE SISTEMAS LTDA**
- **CNPJ: 30.606.367/0001-14**
- **ADDRESS: Rua Capitão Augusto Sales Pupo, 93, Jardim Chapadão, Campinas/SP - Brazil. CEP: 13070-114.**
- **Organized under the laws of Brazil.**

Last update: September 23, 2021.

- I. It's important that you carefully read those Terms of Service before using BOTCITY.
- II. Terms of Service are nothing more than a contract between the parties involved in the services available at the BOTCITY platform, containing the rules for their use. Thus, this document presents all of the agents involved with the services, as well as the responsibilities, obligations and duties of each party.
- III. BOTCITY is a platform that allows the USER to build and manage automations that navigate by computer vision, imitating human navigation, making it possible to automate processes in any system or platform without the need for integration.
- IV. BOTCITY is available on the website: <https://developers.botcity.dev>. To use the services, the USER must log in to the platform (BOTCITY MAESTRO) and download the BOTCITY STUDIO construction module on its computer.
- V. BOTCITY offers several features, such as:
 - BOTCITY STUDIO: Developer tool compatible with development IDEs, allowing the construction of automations by computer vision.
 - BOTCITY CLI: *Command Line Interface* is a program that allows the *deploy* and *build* operations

of automations, being executed by command lines.

- BOTCITY RUNNER: Basic application that allows the USER's machine that will execute the robot with BOTCITY MAESTRO. This application must be installed by the USER on the machine where they intend to execute the automations.
- BOTCITY MAESTRO: Cloud orchestrator platform that allows the scheduling, management, visualization of logs, reports and monitoring of the developed automations.

VI. The features described above are made available by BOTCITY to USERS using a *Freemium* model:

- A free community license is provided, allowing any USER to use all BOTCITY's products listed for the limit of 1 (one) automation. This automation must be used only for studies and tests, and its use for commercial purposes is not allowed.
- If you want to use BOTCITY to create further automation, you must purchase an additional subscription plan. The plans differ in terms of access to specific features and modules, limited number of automations, number of possible parallel executions, storage and other functionalities according to the USER's needs.
- In addition, the BOTCITY DOCS module, described below in this document, is also available only by additional subscription plan.

VII. It is worth mentioning that the initial value of the subscription plan may be adjusted annually. Before these annual adjustments, an email will be sent informing the USER about the changes in values.

VIII. The Terms of Service are similar to an adhesion contract. Thus, when accessing or using BOTCITY, USERS understand that they are in accordance with the rules presented in this document.

IX. The agreement with these rules must be ratified before completing a registration operation. Anyway, we advise you to read this document carefully before using the platform, as well as revisiting it from time to time.

I. We also inform you that this document may suffer changes from time to time. The date of the last update will always be available and USERS will receive an email communication about the changes made.

1. SOME DEFINITIONS

- **DEVELOPER USERS - COMMUNITY LICENSE:** every person who signs up on a community account in BOTCITY's freemium model, thus having access to BOTCITY STUDIO, CLI and MAESTRO products with the restriction to the create and execute only 1 (one) automation.
- **BOTCITY:** platform that provides tools and devices to build and manage automations, making it possible to automate processes on any system or platform without the need for integration, as described above and throughout these Terms.
- **BOTCITY STUDIO:** Developer tool compatible with development IDEs that allows the USER to build automations by computer vision that can navigate on any platform or environment - but only for lawful purposes and respecting the policies of each platform or environment.
- **BOTCITY CLI:** *Command Line Interface* is a program that allows the deploy and build operations of automations, being executed by command lines.
- **BOTCITY MAESTRO:** Cloud orchestrator platform that allows the scheduling, management, visualization of logs, reports and monitoring of the developed automations.
- **BOTCITY DOCS:** BOTCITY STUDIO module that allows the construction of reading layouts and JSON conversion of any non-photographic pdf document. BOTCITY DOCS is only available under subscription plans.

2. ABOUT THE BOTCITY SYSTEM

2.1. USERS are aware that the complete flow of the services provided by BOTCITY consists of the phases listed in the items below, and that the completion of the USER's registration will depend on the ratification of agreement to the conditions of the Terms of Service and the Privacy Policy.

2.2. It is worth remembering that the personal data requested for registration, as well as the purposes of

collecting such data, are explained in detail in the Privacy Policy, available on <https://developers.botcity.dev/privacy>

3. ABOUT THE USER REGISTRATION

3.1. Initially, the USER will register on the platform. The data collected is mentioned in the Privacy Policy. At this point, there will be a possibility to choose between the community license (free) for studies and tests or the subscription paid plan.

3.2. The subscription plan options and their prices and payment methods are available on the BOTCITY Platform or upon commercial proposal.

3.3. We would like to remind you that the USER who chooses the free community license may, at any time, choose to subscribe to a plan, as well as change the choice of their subscription plan.

3.4. When you choose to subscribe to a plan you must choose the method of payment: credit card or bank billet, informing the necessary data.

3.5. It is noteworthy that, in this situation, the credit card data is NOT stored by BOTCITY, which uses a third-party payment service provider that will be indicated to the USER. BOTCITY will not be held liable, jointly or subsidiarily, for any loss or damage caused to the USER, in the event of a failure in the payment service provider, or even for any act intrinsic/inherent in the activity of this agent which, although lawful, results in harm to the USER. We encourage you to read the payment service provider's usage information and privacy policy.

3.6. After registration, the process flow to access the services and tools provided by the platform is:

1. USER registration on the platform;
2. Free access to the community license;
3. Downloading the BOTCITY platform to your computer;
4. Using tools and devices made available on the BOTCITY platform, limited to the features and volumes defined for the community license;
5. Choosing a plan to use specific modules and features, such as BOTDOCS, or to increase usage (whether the number of automations, runners, storage or any other variable metric that

influences pricing), if the USER wants it;

6. Choosing the payment method and providing the necessary data - if the USER wants to subscribe to a plan.
7. Release of access according to the chosen plans.

3.7. It is important to emphasize that the availability of access to the BOTCITY platform for dependents of the registered USER is its own option, choice and responsibility, and BOTCITY is completely free from any responsibility in this regard.

4. GENERAL CONSIDERATIONS

4.1. BOTCITY acts in the process as a convenience tool for USERS, but without any participation in the execution of the tools and devices made available on the platform.

4.2. In this sense, BOTCITY and its employees, representatives and attorneys are not responsible about the use of tools and devices that are available to USERS, anyway and for any time. BOTCITY therefore acts only as an intermediary in accessing these tools and devices.

4.3. Therefore, BOTCITY and its employees, representatives and attorneys are not liable under any circumstances to pay, totally or partially, for any damages resulting from the use of tools and devices available to USERS.

4.4. BOTCITY performs support activities in relation to USERS. Therefore, BOTCITY doesn't have any objective or subjective liability for the use that the USER makes of the available tools and devices.

4.5. It is hereby stipulated that BOTCITY does not guarantee in any way that the tools and devices provided will work free from errors, interruptions, malfunctions, delays or other imperfections.

4.6. In order to use BOTCITY's service, the USER must declare, under their own responsibility, to be over 18 (eighteen) years old and to be fully capable to exercise all legal acts. If you are under 18 (eighteen)

years old, you must be assisted or represented by your legal guardians while browsing BOTCITY.

4.7. By these Terms of Service, the USERS authorize BOTCITY to make contact for any clarification regarding exclusively to the tools and devices made available, either by email or message; however, it is hereby agreed that BOTCITY will never request, by phone call or email, confirmation or supplementation of the USER's registration and/or financial data.

4.8. Therefore, any e-mail, message or telephone call in this regard must be understood as outside BOTCITY's standards and, consequently, USERS must report it to BOTCITY.

4.9. BOTCITY does not send spam, and will only send emails to USERS with their consent, or when the communication is indispensable and related to the Platform.

4.10. BOTCITY owns the copyright of its material. Therefore, its reproduction, transmission and distribution is not allowed for any purpose without the express agreement of its owner.

4.11. The violation of BOTCITY's intellectual property (copyrights, trademarks, etc.), subjects the infringer to the appropriate legal measures, without prejudice to any compensation for damages and legal fees.

5. USER'S RIGHTS AND DUTIES

5.1. The USER is not allowed to:

- Use BOTCITY for any illegal or untrue purposes;
- Use the bots developed through BOTCITY's tools in a malicious way, for illicit purposes and/or against the policies of the environment or platform browsed.

- Register or transmit any type of information that is not true or does not belong to the USER, or any information able to mislead BOTCITY or the party to which the information is intended;
- Violate BOTCITY website or platform's privacy or any USER's privacy;
- Send or transmit files that contain any computer viruses, worms, malware or other computer programs that could harm the website or the recipient;

- Use false computer, network or e-mail addresses;

- Indicate false names, addresses and/or phone numbers;
- Use the services available on BOTCITY for different purposes than those for which they are intended;
- Use any device, software or other resource that may interfere with the website's activities and operations, as well as the hosting of offers, descriptions or its databases. Any interference or activity that violates or goes against the law, the regulations and/or these Terms of Service will make the responsible liable to the appropriate legal measures, as well as the respective sanctions, being also responsible for compensations to the damages caused.

6. RESPONSIBILITIES

6.1. USER's responsibilities:

- Taking care of your individual identification data, informing them only in safe internet operations;
- Providing your own true information;
- Be responsible for any type of information or statement created by your personal accessing data accessing;
- Keeping your USER ID confidential;
- Setting up your equipment in order to protect it from possible invasions that can result in the spread of computer viruses;
- The USER declares to take all responsibility for the veracity, accuracy and currentness of the data entered, recognizing that any false, untrue, incomplete, outdated or incorrect data or information may mislead the Platform, as well as its tools and devices.
- It's the USER's is responsibility to protect the access data of their Account, including but not limited to their login and password, being the only responsible for disclosing the access data to their employees and/or third parties and, consequently, for the access to the Content by third parties not authorized by BOTCITY.
- Pass on to authorized USERS all information sent by BOTCITY, especially about the instructions

to use its tools and devices.

6.2. BOTCITY's responsibilities:

- Checking and solving any complaints about the platform's tools and devices;
- Providing information and instructions to the USER about the tools and devices;
- Since the BOTCITY Platform is hosted on Amazon Web Services (AWS), its service level corresponds to the AWS Service Level Agreement, available on the website: [AWS Service Level Agreements](#) (SLAs).
- BOTCITY will make commercially reasonable efforts to make the BOTCITY Platform available at least 99.7% (ninety-nine point seven percent) during each Year of Service (as defined below) ("Service Level Agreement");

6.3. It is noteworthy that the service level agreement does not apply if the circumstances of unavailability result from:

- a. An interruption in the supply of electricity; emergency shutdowns not exceeding 2 (two) hours; or ones that occur within the period from 3am to 9am (Greenwich Mean Time).
- b. Are caused by factors beyond BOTCITY's reasonable control, including cases of force majeure or Internet access and related problems;
- c. Interruption of the well functioning of AWS or eventual changes in its SLA, available at <https://aws.amazon.com/ec2/sla/> and <https://aws.amazon.com/elasticloadbalancing/sla/>.
- d. Result from any acts or omissions by the USER or by third parties;
- e. Result from the equipment, software or other technologies used by the USER, capable of interfering on the regular access to the BOTCITY Platform;
- f. Result from individual failures not because of the USER's unavailability; and
- g. Result from network management practices that can affect its quality.

7. TERMINATION OF CONTRACT

7.1. If you wish to cancel your free community license, you can do so at any time, just selecting the option "delete my account".

7.2. In case you wish to unsubscribe from a plan, you will need to inform it to BOTCITY 30 (thirty) days in advance, through the platform or through the e-mail ping@botcity.dev. The unsubscription will be confirmed as long as the USER pays the eventual remaining amounts.

7.3. It is not required to complete a minimum period of loyalty.

8. ABOUT THE USER'S LICENSE

8.1. Since the USERS' first access and registration on the Platform, BOTCITY grants them a non-exclusive, temporary, non-transferable and revocable license to use the Platform.

8.2. In the cases of the community license (free from charges), the USERS may only use it for studies and tests, and its use for commercial purposes is not allowed.

8.3. USERS hereby acknowledge that any unauthorized copying or use of the Platform or the content available there is a violation of these Terms and is strictly prohibited. In those cases, the USER may be held liable for damages.

8.4. The requirements for accessing and using the Platform may change at any time and for any reason, including but not limited to technological updates. The USERS agree and acknowledge that, if they do not comply with all system requirements and/or do not update the device used to access the Platform, their access and/or use of the Platform may be affected and/or cancelled.

9. CONFIDENTIALITY RELATIONSHIP BETWEEN BOTCITY AND USER

9.1. BOTCITY undertakes to ensure the confidentiality of any of the USER's technical, commercial, economic and strategic information, obtained by the registration and the use of the platform's tools and devices.

9.2. Any and all information, data, references, commercial conditions, internal and/or external issues of

each party; corporate, economic, work execution, market position, organizational structure aspects; and/or other information that may be disclosed one to the other concerning their own structures or the other one's structures, will be treated by them in absolute secrecy and confidentiality. Both parties refrain from making any disclosure and/or use of this information to third parties, even minor. Both parties undertake not to assign, transfer, disclose, provide, lend and/or broadcast, by any means, all content made available to them, except in relation to the usage provisions described in the Privacy Policy.

9.3. "Confidential information" means confidential data and/or information developed or obtained by BOTCITY or by the USERS, and whose disclosure by either party is strictly prohibited, unless expressly authorized by the other party. It is worth pointing out that the Privacy Policy provides for the possibility of disclosing data obtained through the platform for the purpose of marketing production, since it is anonymous and unrelated to the identity of the USERS and their companies.

9.4. BOTCITY and USERS will be jointly and individually liable for the violation, by their agents, employees or any staff members, of the duty of confidentiality, subject to indemnification for all damages caused to the other party, with the exception of the provisions below.

9.5. The disclosure of confidential information won't generate the predicted indemnity only when:

- the party proves that the information was already known to them before it was received from the other party, therefore not having the obligation to keep it confidential;
- the information has been lawfully obtained from third parties, without violating any of the provisions of those Terms;
- the information is or has become publicly available otherwise than as a result of any act or omission of the parties or their agents;
- occur as predicted in the Privacy Policy.

9.6. BOTCITY is not responsible for any false or inaccurate information introduced by the USER on the Platform that causes inaccurate or wrong requests.

10. DATA PROTECTION

10.1. BOTCITY's principles are to preserve and protect your privacy and your data. By these Terms, the

USERS commit to respect the General Data Protection Regulation (GDPR) or any legislation that may apply to the use of the BOTCITY Platform.

10.2. By using our services BOTCITY and the USERS both commit to observe and comply with any rules regarding data protection, including the processing of personal and sensitive data.

10.3. Thus, the USER will use the Platform from the premises of the GDPR, in particular the principles of purpose limitation, adequacy, transparency, free access, security, prevention and non-discrimination in data processing.

10.4. BOTCITY is not responsible for the use of its Platform by USERS for purposes that go against the GDPR or any other data protection legislation.

11. FINAL PROVISIONS

11.1. Any USER who violates these Terms of Service will be notified to cease the irregular practice, without prejudice to the legal consequences that such irregularities may cause.

11.2. The violation of those Terms of Service gives BOTCITY the right to cancel, suspend, delete and/or disable the USER's registration, temporarily or permanently, at its sole and exclusive discretion, without prejudice to the corresponding legal consequences and without the need to communicate the USER about that action.

11.3. The commercial use of the expression "BOTCITY" as a brand, corporate name or website domain name, as well as the content of the screens relating to services, programs, databases, networks and files, which allow the USER to access and use their account, are property of BOTCITY DESENVOLVIMENTO DE SISTEMAS LTDA. and are protected by the regulations and international treaties of copyright, trademarks, patents, models and industrial designs. The misuse and total or partial reproduction of those contents are prohibited, except with express authorization.

11.4. Considering that the completion of the registration is linked to the agreement to the Terms of Service to take effect, we presume that the visitors or USERS have read and agreed with the conditions

set out in those Terms, that can also be changed at any moment by BOTCITY, in case there is a need to adapt it to new facts.

11.5. Therefore, we request the periodic reading of these Terms, as a means of becoming aware of the responsibilities, duties and obligations that the visitor or USER assumes when using BOTCITY.

11.6. The parties agree to receive electronic messages and files as documentary evidence for all purposes, provided that they include a receipt confirmation notice or another type of protocol that certifies the receipt of the communication.

11.7. Those Terms are governed by the laws of the Federative Republic of Brazil.

12. COMPETENT JURISDICTION

12.1. The jurisdiction of the District of São Paulo/SP (Brazil) is elected as competent to settle any disputes resulting from these Terms of Service, regardless of any other, however privileged it may be or will be.