

TERMS OF SERVICE

Last updated on February 8th, 2023.

- I.** These Terms of Service (the "Terms") govern the use of the services available at the BOTCITY platform (the "Platform"), provided by BOTCITY DESENVOLVIMENTO DE SISTEMAS LTDA., a Brazilian company headquartered at Rua Capitão Augusto Sales Pupo, No. 93, Jardim Chapadão, in the city of Campinas/SP, ZIP code 13070-114, with Taxpayer Identification Number 30.606.367/0001-14 ("BOTCITY").
- II.** The Platform allows the Users 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.
- III.** In order to use the services, the Users must access the cloud orchestrator platform (BOTCITY Maestro) with their username and password and must download the BOTCITY STUDIO construction module on their computers.
- IV.** BOTCITY provides the features described in these Terms through a *Freemium* model:
 - (a) A free Community License is provided, allowing any User to use all BOTCITY's products, limited to one (1) automation, subject to restrictions that may be set by BOTCITY at any time, such as a daily automation limit, an automation expiration date, among others;
 - (b) If the User wants to use the Platform to create further automation, the User must subscribe to a Plan. The Plans differ in terms of access to specific features and modules, number of automations, number of parallel executions, storage, and other functionalities to meet the User's needs.
- V.** Please read these Terms carefully before using the Platform.
- VI.** BY USING THE PLATFORM AND ITS SERVICES, YOU REPRESENT YOU HAVE READ, UNDERSTAND AND ACCEPT ALL CONDITIONS OF THESE TERMS. IF YOU DO NOT AGREE TO ANY CONDITION OF THESE TERMS, YOU SHOULD NOT USE THE PLATFORM.
- VII.** These Terms, as well as any other document posted by BOTCITY, may be updated at any time to comply with the applicable law or with a government authority request, to expand, add or remove products or services, or, otherwise, at BOTCITY's sole discretion. These updates shall be effective on the date they are posted. BOTCITY will give You notice of these updates by email, push notices, pop-ups, or other electronic communications. If You do not agree to the new Terms, You might reject them, but, in such case, You must stop using the Platform. Your continued use of the Platform after the changes become effective confirms your acceptance of the Terms, as amended.
- VIII.** These Terms are addressed to individuals aged 16 or older, or companies, subject to the following conditions.
- IX.** If You are an individual aged between 16 and 18, your parent or legal guardian must read these Terms with You and agree to them on your behalf. You must be at least

16 years old to use the Platform. If You are under 16, You should not use the Platform or agree to these Terms.

1. DEFINITIONS

1.1. For the purpose of these Terms, the following terms shall have the following meanings:

(a) **BOTCITY** or **Us** means BOTCITY DESENVOLVIMENTO DE SISTEMAS LTDA., a Brazilian company headquartered at Rua Capitão Augusto Sales Pupo, No. 93, Jardim Chapadão, in the city of Campinas/SP, ZIP code 13070-114, with Taxpayer Identification Number 30.606.367/0001-14.

(b) **BOTCITY CLI** means Command Line Interface, a program by which you can build and deploy automations, executed by command lines.

(c) **BOTCITY Docs** means the module dedicated to building templates for document processing and parsing.

(d) **BOTCITY Maestro** means the cloud orchestrator platform that allows the scheduling of tasks, the visualization of logs and reports, and the management and monitoring of the automations.

(e) **BOTCITY Runner** means the basic application that allows communication between the User's machine and BOTCITY Maestro. You shall download the BOTCITY Runner to the machine You intend to execute the automation.

(f) **BOTCITY Studio** means the developer tool compatible with IDEs that allows the construction of automations by computer vision, making it possible to interact with the User Interface elements of any platform or environment. You must only use the tool for lawful purposes and in accordance with the terms of each platform or environment.

(g) **Community License** means a free license to access and use the Platform, available to all Users, that allows the use of all BOTCITY's services mentioned above, limited to one automation and other restrictions that may be set forth by BOTCITY at any time;

(h) **Plans** means the subscription plans available for purchase directly in the Platform, that include access to additional features provided by BOTCITY, depending on the limitations of the chosen Plan. You can check the Plans currently offered by BOTCITY at <https://developers.botcity.dev/checkout>.

(i) **Platform** means the platform developed and made available by BOTCITY at <https://developers.botcity.dev> 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 in these Terms.

(j) **Privacy Policy** means the statement that governs the use of your personal data by BOTCITY. Personal data means any information relating to an identified or

identifiable natural person, as defined in Law No. 13,709/2018 – Brazil). The Privacy Policy may be accessed at https://developers.botcity.dev/app/terms/21092021Privacy_BotCity.pdf

(k) **Terms of Service** means the present document, which governs the access and use of the Platform and the Plans and establishes Users' rights and duties;

(l) **User** or **You** means the person or the company using the Platform, through a Community License or a Plan.

2. REGISTRATION

2.1. To access the Platform, the User must register for a BOTCITY account, creating a username and password. The data collected by BOTCITY for registration is specified in the Privacy Policy.

2.2. By registering, the User will automatically have access to the Community License.

2.3. The User may, at any time, upgrade from Community License to a Plan offered by BOTCITY, directly through the Platform.

2.4. When You decide to subscribe to a Plan, You must choose a payment method: credit card or a bank-issued invoice. Furthermore, You must inform a billing address and some other billing information, such as your credit card number, the Card Verification Value (CVV), the cardholder name, and the expiration date. After You inform all the required information and finish your registration, You will receive an e-mail confirming your subscription to the chosen Plan.

2.4.1. BOTCITY does not store your credit card information, used by a third-party payment service provider for billing purposes. BOTCITY shall not be held liable for any losses or damages caused to the Users in the event of a failure in the payment service, or for any act inherent to the activity of this provider which, although lawful, results in damages to the Users. We recommend reading the terms of service and the privacy policy of the payment service provider.

2.5. The User represents and warrants that the personal information provided at the registration is accurate, complete, and true, and undertakes to keep the information up-to-date. For further information about how BOTCITY processes your personal data, please see the Privacy Policy.

2.6. BOTCITY may, at any time, at its sole discretion and without notice, verify the information provided by the User at the registration. You may be asked to provide further information or additional documents for identity verification. The User shall not create a false identity or pretend to be anyone else.

2.7. After registration, the User's account becomes accessible through the chosen username and password ("Credentials"). If BOTCITY identifies an impersonation or misrepresentation at the registration, the User's account may be immediately terminated without notice. In such case, access to the Platform shall be denied and the User shall not

be entitled to any indemnification. Furthermore, in case of multiple accounts held by the same individual or company, BOTCITY may terminate such accounts without notice.

2.8. The Credentials are for personal use on an individual basis. You are entirely responsible for any activities that occur under your account. The use of the Platform by the User's dependents under the User's account is subject to the User's choice and responsibility, and BOTCITY shall not hold any liability in this regard. The User shall transmit to the dependents all communication received from BOTCITY, especially instructions on how to use the Platform's features.

2.9. You are entirely responsible for maintaining the confidentiality of your password and account.

2.9.1. In case of any suspected or actual unauthorized use of your Credentials, You shall immediately notify BOTCITY via e-mail at ping@botcity.dev.

2.10. The information submitted by You at the registration may be used by BOTCITY to send communication relating to your account and the Platform. You shall maintain your information up-to-date. BOTCITY shall not be liable for any damages arising out of your failure to maintain up-to-date information in case BOTCITY is unable to successfully contact You.

2.10.1. By accepting these Terms, You authorize BOTCITY to contact You by e-mail or text messages; **BOTCITY does not use e-mail or telephone to ask You to provide or validate personal information, or banking or financial account details.**

2.10.2. Any e-mail, text message, or income call requesting such information shall be deemed suspicious and reported to BOTCITY.

2.10.3. BOTCITY does not send spam, and will only send emails to Users with their consent, or for necessary account-related communications.

3. PLANS

3.1. Whether the User chooses a subscription paid Plan, the User shall pay a fee on a recurring basis, depending on the Plan and the payment method chosen among the available. Details about plans and pricing [at the checkout page](#).

3.1.1. The prices established at the time of subscription are subject to adjustment on an annual basis, equal to the increase in the IGP-M (FGV) index or any other index that might replace it.

3.2. If the User delays any payment owed to BOTCITY, the User shall pay a fine of 2% (two percent) on the due amount, plus a default interest of 1% (one percent) per month, prorated, and a monetary restatement applying the IGP-M FGV index, as of the original maturity date until the effective date of payment.

3.3. If the User fails to timely pay any amounts owed to BOTCITY, **BOTCITY may immediately suspend the User's access to the Platform until the payment of the**

amount due. After the payment of the amount due, the User will be able to access the Platform within two business days.

3.4. The User may change the Plan directly in the Platform, except for the Enterprise and customized Plans. In such cases, the conditions directly negotiated between BOTCITY and the User shall prevail. The prices will change accordingly.

3.5. BOTCITY may, at any time, establish or change prices for some contents or services, even though such contents or services were once offered for free. In such cases, BOTCITY will provide notice by email or other electronic communication. After the communication by BOTCITY, the continued use of the Platform shall be deemed an authorization for BOTCITY to charge for such contents or services.

4. USER'S DUTIES

4.1. Notwithstanding the other obligations herein provided, Users shall:

- (a) Use the Platform only for its purposes, and not for any purpose that is unlawful or fraudulent;
- (b) Not use the bots developed through BOTCITY's tools in a malicious way, for illicit purposes, or in violation of the terms of the Platform or environment browsed;
- (c) Not register or transmit any information that is not true, that does not belong to the User or that aims to mislead BOTCITY or someone else;
- (d) Not violate the privacy of BOTCITY's website and Platform, nor of any other user;
- (e) Not send or transmit files that contain any viruses, worms, malware, or other computer programs that could harm BOTCITY's website or the recipient;
- (f) Not use false computer, network, or e-mail addresses;
- (g) Not use any device, software, or other resources that may interfere with the website's activities and operations, as well as the hosting of offers, descriptions, or its databases;
- (h) Hold responsibility for any information or statement arising from the usage of their Credentials;
- (i) Set up their equipment in order to protect it from possible invasions that can result in the spread of computer viruses; and
- (j) Hold responsibility for the reliability, accuracy, and currency of the data submitted. The Users acknowledge that any false, incomplete, outdated, or incorrect information may mislead the Platform, as well as its tools and devices.

5. INTELLECTUAL PROPERTY

5.1. The license to use the Platform hereby granted, as well as its components and elements, including new versions and updates, shall remain the exclusive property of BOTCITY. All content available on the Platform, as well as its graphics and its source code, are under the protection of the rights of authors (Law no. 9,609/98 – Brazil – and Law no. 9,610/98 – Brazil) and shall remain the exclusive property of BOTCITY. For the purposes of this clause, the term content (the "Content") means all tools and material available on the Platform, including but not limited to designs, text, graphics, images, video clips, information, music, etc.

5.2. Whether the User requires or makes any customization on the Platform, such customization shall be considered part of the Platform's license hereby granted by BOTCITY, of BOTCITY's property, and its use is subject to these Terms.

5.3. Whether the User develops a module, service, or product that is copied or imitated in whole or in part from the data dictionary or the computer program, this development shall be considered part of the Platform, of BOTCITY's property, and its use is subject to these Terms.

5.4. Neither these Terms nor the use of the Platform convey or grant to the User the ownership over intellectual property rights or other exclusive rights, including patents, designs, trademarks, service marks, copyrights, rights of authors, or any rights over confidential information or trade secrets, regarding the Content available on the Platform, including, but not limited to text, graphics, images, logos, photographs, editorial content, notifications, softwares and any other material related to the Platform in whole or in part.

5.5. The Users or any third parties must not:

- (a) Copy, assign, sublicense, sell, rent, pledge, reproduce, donate, alienate, transfer, in whole or in part, the Platform, as well as its modules, parts, manuals, or any other information related to it;
- (b) Remove or modify, in whole or in part, the copyright, trademark, or other proprietary notices from the Platform or its documentation;
- (c) Reverse engineer, decompile, or disassemble the Platform;
- (d) Copy, distribute, transfer, publish, or otherwise modify the Content.

5.6. The Users must not use trademarks, service marks, trade names, logos, slogans, or any other distinctive signs owned by or related to BOTCITY without BOTCITY's prior written consent.

5.7. Any violation of this section shall be deemed an infringement of BOTCITY's intellectual property rights, and may subject the User or third party to civil and criminal penalties.

6. LICENSE

6.1. Since your first access and registration on the Platform, BOTCITY grants You a non-exclusive, temporary, non-transferable, and revocable license to use the Platform, subject to restrictions depending on the license chosen by You (Community License or Plans).

6.2. The requirements for accessing and using the Platform may be changed by BOTCITY 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 or do not update the device used to access the Platform, their access and use of the Platform may be affected or canceled.

6.3. Any violation of these Terms may result in the suspension or termination of the User's account, as well as in civil and criminal penalties, including the payment of fines and indemnifications.

7. CANCELLATION

7.1. If You wish to cancel your license, you can do it at any time, as described below:

- (a) In case You have a Community License, you may cancel your license by choosing the option “delete my account” on the Platform;
- (b) In case You wish to unsubscribe from a Plan, you shall inform BOTCITY through the Platform or by sending an email to ping@botcity.dev. The unsubscription will be confirmed after the payment of the remaining amount, corresponding to the days of the given month, prorated, until the day of the cancellation notice;
- (c) In case You wish to unsubscribe from annual or Enterprise Plans, BOTCITY may establish restrictions to the cancellation, such as the requirement of a period of notice of termination.

7.2. The license will be cancelled within 24 hours from its confirmation through the Platform or by email, with the termination of the User’s account.

7.3. In order to cancel the license, a minimum period of loyalty is not required, except for annual, Enterprise, and customized Plans, which may be subject to specific rules for cancellation.

8. CONFIDENTIALITY

8.1. BOTCITY undertakes to ensure the confidentiality of the User’s technical, commercial, economic, and strategic information, provided at the registration or during the use of the Platform’s tools and devices, that BOTCITY may have access due to the use of the Platform by User.

8.2. “Confidential Information” means all information developed or accessed by BOTCITY or by the Users, that the receiving party can not disclose, reproduce, copy, or transfer to third parties. The Privacy Policy allows the disclosure of information made available by the Users through the Platform for marketing and advertising purposes, as long as the information is rendered anonymous and not connected with the identity of Users and their companies.

8.3. BOTCITY and the Users shall hold liability for the violation of the confidentiality obligation by their members, shareholders, officers, directors, employees, or agents, and shall indemnify the injured party, except for the provisions below.

8.4. The disclosure of Confidential Information does not violate the confidentiality obligation when:

- (a) the receiving party proves that the Confidential Information was already known by the time it was received from the disclosing party;
- (b) the Confidential Information was lawfully received from a third party who was not subject to a confidentiality obligation;
- (c) the Confidential Information becomes publicly available thereafter but not through any act or omission of the parties;
- (d) within the scope of the Privacy Policy.

8.5. BOTCITY shall not be liable for any false or inaccurate information introduced on the Platform by the User that may cause inaccurate or false requests.

9. DATA PROTECTION

9.1. BOTCITY cares about the protection of your privacy and your data. By these Terms, the Users undertake to comply with the Brazilian Data Protection Law (Law no. 13,709/2018 – “LGPD”), as well as any other legislation that may be applicable to the use of the Platform or to the User’s activities.

9.2. BOTCITY shall not be liable for the use of the Platform in violation of the LGPD or of any applicable legislation regarding data protection.

10. SERVICE LEVEL AGREEMENT AND LIMITATION OF LIABILITY

10.1. Notwithstanding the other obligations set forth herein, BOTCITY undertakes to:

- (a) Verify and solve User’s complaints regarding the Platform’s tools and devices, subject to its response time; and
- (b) Provide the Users with information regarding the Platform’s tools and devices.

10.2. BOTCITY acts as a convenience tool for Users but does not participate in the execution of the tools and devices available on the Platform. Therefore, BOTCITY, as well as its employees, representatives, and agents, shall not be liable for the use of the tools and devices made available to the Users, in any circumstances and at any time.

10.3. BOTCITY performs support activities in relation to the Users. Therefore, BOTCITY shall not be liable for how the User uses the available tools and devices, neither for strict liability nor for negligence.

10.4. BOTCITY does not guarantee, represent, or warrant, that the tools and devices available on the Platform will be error-free, uninterrupted, and free from malfunctions, delays, or other imperfections.

10.5. BOTCITY shall make the Platform available at least 99,5% of the time on an annual basis (from January, 1st to December, 31 of each year) (“Service Commitment”). Since the Platform is hosted on Amazon Web Services (AWS), its service level shall correspond to the AWS Service Level Agreement, available at [AWS Service Level Agreements \(SLAs\)](#).

10.5.1. The Service Commitment does not apply in the event of unavailability arising out of:

- (a) power outages of less than 2 hours, or between midnight and 6 am (GMT-3);
- (b) events beyond the control of BOTCITY, including force majeure;
- (c) interruptions on AWS or modifications in its service levels, available at <https://aws.amazon.com/ec2/sla/> and <https://aws.amazon.com/elasticloadbalancing/sla/>.
- (d) acts or omissions by the User or third parties;
- (e) the condition of the equipment, software, or other technology used by the User, that may interfere with the regular access to the Platform;

- (f) network management practices that may affect its quality.

10.6. IN VIEW OF THE INHERENT CHARACTERISTICS OF THE INTERNET ENVIRONMENT, BOTCITY DISCLAIMS ANY RESPONSIBILITY FOR FAILURES IN ACCESSING OR NAVIGATING THE PLATFORM ARISING OUT OF CIRCUMSTANCES BEYOND ITS CONTROL, SUCH AS CONNECTION INTERRUPTIONS, INCOMPLETE OR FAULTY COMPUTER TRANSMISSIONS, AS WELL AS TECHNICAL ISSUES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, MALFUNCTION OR FAILURE OF ANY NETWORK, HARDWARE OR SOFTWARE OF THE USER OR THIRD PARTY, CONNECTIVITY ISSUES, POWER OUTAGES, AND ELECTRONIC OR PHYSICAL MALFUNCTION OF ANY TELECOMMUNICATION SYSTEM. THE UNAVAILABILITY OF INTERNET CONNECTION AND OF ACCESS TO THE PLATFORM (IN THE LATTER CASE, INCLUDING EMERGENCY OR PLANNED OUTAGES, UPDATES, AND ADJUSTMENTS TO THE PLATFORM), AS WELL AS ANY INCORRECT OR INCOMPLETE INFORMATION PROVIDED BY YOU, HUMAN, TECHNICAL OR ANY KIND OF ERRORS IN INFORMATION PROCESSING. THEREFORE, BOTCITY SHALL NOT BE LIABLE FOR LOSSES OR DAMAGES ARISING OUT OF THOSE FACTS OR ACTS.

10.7. YOU RELEASE BOTCITY AND ITS AFFILIATES, PARTNERS, DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES FROM ANY RESPONSIBILITY, BEARING WITH ALL INDEMNIFICATIONS, LOSSES, LEGAL FEES AND COSTS, AS WELL AS REASONABLE ATTORNEYS' FEES, ARISING OUT OF ANY OF YOUR ACTS OR OMISSIONS IN VIOLATION OF THESE TERMS.

10.8. IN NO EVENT BOTCITY AND ITS AFFILIATES, PARTNERS, DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES (JOINTLY OR INDIVIDUALLY) SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR DIRECT OR INDIRECT DAMAGES (INCLUDING LOSS OF PROFITS, PUNITIVE AND NON-ECONOMIC DAMAGES) ARISING OUT OF ANY VIOLATION BY YOU OF THESE TERMS.

10.9. BOTCITY reserves the right to, at its sole discretion and at any time, modify or remove from the Platform, in whole or in part, features and Content, without previous notice and without compensation to you. BOTCITY may also terminate the Platform at its sole discretion. In such case, BOTCITY will give prior notice to the Users.

11. MISCELLANEOUS

11.1. In case of violation of these Terms by the User, BOTCITY may cancel, suspend, terminate or disable User's account, temporarily or permanently, at its sole discretion, without prejudice of the appropriate legal remedies, and without notice.

11.2. BOTCITY is allowed to use the trademark, service mark, trade name, or any other distinctive sign owned by the User (such as slogan or logos) for advertisement purposes, indicating the Platform's users and clients, even if the User owns a Community License.

11.3. BOTCITY reserves the right to assign its rights and obligations under these Terms to any affiliate or in connection with a merger, acquisition, restructuring, or sale of assets, without notice.

11.4. All communications between the parties shall be made by certified mail, by email, or through the Platform. In case you need to contact BOTCITY, please send an email to ping@botcity.dev.

12. GOVERNING LAW AND VENUE

12.1. These Terms are governed by the laws of the Federative Republic of Brazil.

12.2. Parties elect the Judicial Courts of the District of São Paulo, State of São Paulo, to solve any disputes arising from these Terms, thus waiving any other, however privileged and special it is, or may be.