

## TERMS OF USE FOR THE SITE

### 1. Scope

1.1 Any use of this website provided by Padtec S/A ("Padtec") and/or its affiliate companies, "Padtec Web Site", is subject to these Conditions of Use. These Conditions of Use may be amended, modified or replaced with other terms and conditions, for example, for the purchase of products and services. Upon log-in, or whenever a log-in is not required to access or use Padtec website, these Conditions of Use are accepted in their current versions.

1.2 In the event of Web offers for companies or public ventures, these companies or public ventures are represented by the user, who is expected to have appropriate knowledge and act accordingly.

### 2. Services

2.1 This Padtec website contains specific information and associated documentation for viewing or downloading.

2.2 At any time, Padtec may suspend Padtec website operation, whether in full or in part. Due to the nature of the Internet and computers system, Padtec may not accept any liability for the continuous availability of Padtec website.

### 3. Registration, Password

3.1 Some pages of the Padtec website may be password-protected. For the sake of security and protection of business transactions, only registered users may access such pages. Padtec reserves the right to deny registration to any user. Particularly, Padtec reserves the right to determine that certain sites, which used to be freely accessible, start to be subject to registration. Padtec is entitled to, at any time and with no need to explain the reasons, deny the user the right to access the password-protected area by blocking its user data (as defined below), particularly if the user: . Use false information to register; . Infringe these Conditions of Use or disregard his/her obligations of taking care of the user data; . Infringe any applicable law when accessing or using Padtec website; or . does not use Padtec Web Site for a longer period.

3.2 For the registration, the user shall provide accurate information that he/she shall update if it changes with time (whenever possible: on-line). The user will assure that he/she can always be contacted by the e-mail address provided to Padtec, and that this address is always updated.

3.3 When registering, the user will receive an access code, including a user ID and a password ("User Data "). On his/her first access, the user will immediately change the password given by Padtec into a secret password of his/her own. User Data allows him/her to view or change his/her data or, as applicable, withdraw his/her consent to data processing.

3.4 The user will assure that User Data is not accessible by third parties and will be responsible for all of the transactions and other activities performed under its User Data. When finishing each on-line session, the user shall log-off from the password-protected websites. If the user is told that third parties are misusing his/her User Data, he/she shall notify Padtec thereof in written, or, as the case may be, by e-mail

3.5 After the receipt of the notice under paragraph 3.4, Padtec will deny access to the password-protected area under User Data. Access by the user will only be possible again upon his/her application to Padtec or a new registration.

3.6 At any time, the user may request in writing the termination of his/her registration, provided that such cancellation will not infringe the performance of contractual obligations. In such an event, Padtec will remove all user data and other data stored that might be identified as his/her personal data, as soon as it is no longer necessary.

#### 4. Right to Use the Information and the Documentation

4.1 The use of any information and documentation available on this Padtec website or by means of it are subject to these Conditions of Use, or, in the event of updating the information or documentation, subject to the applicable license conditions and previously agreed with Padtec. The license conditions agreed in separate, for example software downloads, will prevail over these Conditions of Use.

4.2 Padtec will give the user a non-exclusive and non transferable license, which may not be sublicensed, to use the information and documentation provided to the user on Padtec website or by means of it to the extent agreed upon, or should there be no such agreement, to the extent that it meets the purpose intended by Padtec when providing it.

4.3 The information and documentation may never be distributed by the user to any third party, and may not be rented or otherwise made available. Unless authorized by a binding law, the user shall not change the documentation or decompose or reconstitute its conception process nor decompile the document or separate any of its parts.

4.4 The information and documentation are protected by copyright laws, and also by international copyrights treaties, as well as other laws and conventions concerning intellectual property. The user shall observe these laws and, in particular, shall not modify, conceal or remove any alphanumerical code, brand, copyright notice or information about the software or documentation, or any copies thereof.

## 5. Intellectual Property

5.1 Notwithstanding the specific provisions under § 4 of these Conditions of Use, information, brand names and other contents on Padtec website shall not be changed, copied, reproduced, sold, rented, utilized, complemented or, otherwise used in any other way without the previous written consent of Padtec.

5.2 Except for the rights to use and other rights expressly granted herein, no other right is granted to the user nor shall any obligation be implied requiring the grant of additional rights. Any and all patent rights and licenses are expressly excluded.

5.3 Padtec may, free of charge, use any ideas or proposals uploaded by a user on Padtec websites for developing, improving and selling its products.

5.4 Below, there is a partial list of the trademarks owned by Padtec. Any questions concerning the use of these trademarks or aiming at finding out whether a determined trademark not showing in this list is a Padtec trademark shall be sent to Padtec Brazil, on the phone number (55 19) 2104-9700.

## Padtec Products or Services Trademarks

Padtec  
FlexPad®  
LightPad®  
MultiPad®  
TransPad®  
Optoplenum®  
Metropad®

## 6. User Duties

6.1 When visiting or using Padtec website, the user shall not:

- . harm other people, specially underage, or violate their personal rights;
- . breach public morality in his/her way of using it; . violate any intellectual property right or any proprietary right; . upload any content with viruses, such as the so-called Trojan, or any other program that may cause data losses;
- . transmit, store or upload hyperlinks or contents to which the user is not entitled, particularly when such hyperlinks or contents are included among the violations of obligations or are illegal; or . send advertisement or unsolicited emails (spam) or imprecise notices of viruses, defects or the like; and the user shall not request or ask for the participation in any lottery, snowball system, chain letter, pyramid game or similar activities.

6.2 At any time, Padtec may deny access to Padtec website, especially if the user breaches any obligation arising hereunder.

## 7. Hyperlinks

Padtec website may contain hyperlinks to the web pages of third parties. Padtec shall have no liability for the contents of such web pages and does not make representations about or endorse such web pages or their contents as its own, as Padtec does not control the information on such web pages and is not responsible for the contents and information given thereon. The use of such web pages shall be at the sole risk of the user.

## 8. Liability for defects of title or quality

8.1 Insofar as any information, software or documentation is made available at no cost, any liability for defects as to quality or title of the information, software and documentation, especially in relation to the accuracy or absence of defects or the absence of claims or third party rights or in relation to completeness and/or fitness for purpose, is excluded, except for cases involving willful misconduct or fraud.

8.2 The information on the Padtec Web Site may contain specifications or general descriptions related to the technical possibilities of individual products which may not be available in certain cases (e.g. due to product changes). The required performance of the product shall therefore be mutually agreed in each case at the time of purchase.

## 9. Other Liabilities, Viruses

9.1 The liability of Padtec for defects in relation to quality and title shall be determined in accordance with the provisions of § 8 of these Conditions of Use. Any further liability of Padtec is excluded unless required by law, e.g. under the Act on Product Liability or in cases of willful misconduct, gross negligence, personal injury or death, failure to meet guaranteed characteristics, fraudulent concealment of a defect or in case of breach of fundamental contractual obligations. Damages in the event of breach of fundamental contractual obligations limit to the basic contract and foreseeable damage if there is no willful misconduct or gross negligence.

9.2 Although Padtec makes every effort to keep Padtec website free from viruses, Padtec cannot make any guarantee that it is virus-free. The user shall, for its own protection, take the necessary actions to ensure the implementation of the appropriate security measures and shall utilize a virus scanner before downloading any information, software or documentation.

9.3 §§ 9.1 and 9.2 do not intend nor imply any changes to the burden of proof to the User's disadvantage.

## 10. Data Privacy Protection

For collection, use and processing of personally identifiable data of the user of Padtec website, Padtec shall comply with the applicable laws on data privacy protection and Padtec website Data Protection Privacy Policy, which is available in a hyperlink on Padtec website and/or on

[www.padtec.com](http://www.padtec.com)