



# Specific Terms and Conditions of Use for Operational Products

These **Specific Terms and Conditions of Use for Operational Products** contain the specific terms and conditions for the use of the solutions and functionalities offered by Logcomex and are an integral and inseparable part of the **Logcomex General Terms and Conditions of Use of the Platform** and must not be interpreted in isolation.

# Definitions

The terms used in this document, whenever capitalized, whether in the singular or plural, shall have the meaning defined in the **Logcomex General Terms and Conditions of Use of the Platform**, available at <https://www.logcomex.com/termos>, and, if not defined therein, shall be defined below:

**Functionalities:** a set of features, tools, and technical capabilities made available by Logcomex's Operational Products, developed to automate, monitor, integrate, and optimize the Client's logistics and customs processes. Functionalities may include, among others, the creation and management of workflows, shipment tracking, automation of operational tasks, document reading and validation, report and dashboard generation, use of Artificial Intelligence, and integrations with internal or external systems. The Functionalities actually contracted shall be described in the respective Commercial Proposal.

**Artificial Intelligence:** the technology that uses algorithms and computational models capable of simulating aspects of human intelligence, such as learning, reasoning, pattern recognition, and decision-making. In Logcomex's Operational Products, Artificial Intelligence (AI) is used for various functions that assist the Client in conducting its operations. The information and suggestions provided by AI are auxiliary in nature and must be validated by the Client prior to use or sharing, as set forth in these Terms.

**LogTokens:** internal credits used to access various Functionalities of the Operational Products. When applicable, the initial number of LogTokens is defined in each Commercial Proposal, and Clients may, during the term of the agreement, perform contractual upgrades to the annual LogToken packages as needed to meet their operational demands.

**Operational Products (or Solutions):** integrated solutions aimed at centralizing, automating, and optimizing logistics and foreign trade processes, developed to meet the specific demands of each Client, as well as to increase efficiency and control at all stages of the supply chain.

# 1. INTRODUCTION

**1.1. Specific Terms.** These Specific Terms are an integral part of and complement the **Logcomex General Terms and Conditions of Use of the Platform** and the **Privacy and Personal Data Processing Policy**, documents available at <https://www.logcomex.com/termos>.

**1.2. Prevalence.** In case of conflict between the provisions of these Specific Terms and those contained in the **Logcomex General Terms and Conditions of Use of the Platform** and the **Privacy and Personal Data Processing Policy**, the provisions of these Specific Terms shall prevail regarding matters related to the Operational Products.

**1.3. Acceptance.** By using one or more Operational Products, the Client declares that they have read, understood, and agree to these Specific Terms, as well as the **Logcomex General Terms and Conditions of Use of the Platform** and the **Privacy and Personal Data Processing Policy**.

## 2. DIGITAL CERTIFICATE

**2.1. Requirement to associate a digital certificate.** For the full operation of certain Functionalities, such as query automation and integration with external sources, among others, the Client must possess or associate to their CNPJ a valid digital certificate issued by the Brazilian Public Key Infrastructure – ICP-Brasil, in strict accordance with the specifications in the Commercial Proposal.

**2.2. Responsibility for the digital certificate.** The Client is solely responsible for acquiring, enabling, maintaining, and renewing the digital certificate used. Logcomex shall not be liable for failures resulting from expired, invalid, or improperly configured digital certificates. The inability to use the Solution or any of its Functionalities due to digital certificate issues does not exempt the Client from full payment for the contracted service.

## 3. TECHNICAL REQUIREMENTS

**3.1. Connectivity and Infrastructure.** Operational Products require a compatible operating system, browser, and infrastructure, as well as a stable internet connection to access external information and process data in real time. It is the Client's responsibility to ensure these elements meet the minimum requirements necessary for the full operation of the solutions.

**3.2. Security Settings.** To ensure information integrity and operational security, the Client shall adopt good security practices, including but not limited to: (a) regular updates of software and operating systems used to access the Operational Products, (b) use of strong passwords and maintaining the confidentiality of platform access, and (c) access and permission controls for users linked to the Client's account.

**3.3. Integrations and APIs.** If the Client chooses to integrate the Operational Products with its internal systems, it may be necessary to configure and use the APIs provided by Logcomex, following the manuals and technical guidelines supplied. Such integration may require specific technical support, the costs and responsibilities of which are entirely the Client's.

## 4. USE OF ARTIFICIAL INTELLIGENCE

**4.1. Artificial Intelligence usage limitations.** The Client acknowledges that although AI employs advanced algorithms and reliable data sources, it is subject to errors, omissions, or inaccurate interpretations due to the probabilistic and inferential nature of its processes. Therefore, **the information generated by AI is provided solely as support for decision-making and does not replace human judgment or final validation by the Client.**

**4.2. Acknowledgment and final review.** The Client acknowledges that by using AI features provided by the Operational Products, they are aware of its technical and operational limitations and assume full responsibility for the adequacy of the information to their needs, the impact of their operational decisions, and the correction, validation, and final review of all information generated before use or sharing with third parties, releasing Logcomex from any obligation to ensure the accuracy, completeness, or timeliness of the information processed by the AI.

## 5. CLIENT RESPONSIBILITIES

**5.1. Access integrity.** The Client must take all necessary measures to protect their access credentials, avoid improper sharing with third parties, and assume full and sole responsibility for all actions carried out on the platform linked to their account.

**5.2. Regulatory requirements.** Logcomex Solutions were developed to meet specific demands and to increase efficiency and control at all stages of the supply chain. However, it is the Client's responsibility to ensure that the data entered and processed in the Operational Products complies with applicable legal, regulatory, and internal requirements of their operation. **Logcomex shall not be liable for non-compliance or violations arising from data or configurations provided by the Client.**

**5.3. Proper use of Functionalities.** The Client is solely responsible for using the Platform, the contracted Functionalities, and LogTokens, for the activities of their Account, as well as for the use and destination of data and information, and must comply with all Terms and Conditions applicable to the contracted Operational Products.

**5.4. System usability settings.** It is the Client's responsibility to configure systems and workflows according to their needs, ensure the accuracy and integrity of the entered data, and follow the guidelines provided by Logcomex.

**5.5. Entered information.** It is the Client's responsibility to review and validate all information entered into the systems, whether during input or when sending or sharing with third parties, including documents, customs data, shipment information, and any other records, even when the process is carried out automatically through the contracted Operational Products.

**5.6. Responsibility for decisions.** Operational or strategic decisions based on information obtained through the contracted Operational Products are the sole responsibility of the Client.

## 6. LOGCOMEX RESPONSIBILITIES AND LIMITATIONS OF LIABILITY

**6.1. Logcomex responsibility.** Logcomex undertakes to make its best efforts to ensure the proper and continuous operation of the Operational Products, aiming to implement solutions that centralize, automate, and optimize logistical, documentary, and financial processes in foreign trade, and increase efficiency and control at all stages of the supply chain, always in accordance with the service levels and the **requirements and specifications of each Commercial Proposal**.

**6.2. Limitations of liability.** Logcomex shall not be liable for any direct, indirect, incidental, or consequential damages resulting from the use of the Solutions, including but not limited to failures arising from data input errors by the Client, unavailability or malfunction of third-party services, information and recommendations generated by AI, or operational decisions made based on the information provided, generated, or processed by the platform.

**6.3. External Data.** Logcomex makes available on the platform information obtained from external sources in an automated manner and as provided by such sources and therefore cannot guarantee the truthfulness, completeness, or timeliness of such information.

**6.4. Results.** Logcomex does not guarantee financial, economic, or commercial outcomes resulting from the use of the Operational Products. Although the solutions are designed to provide greater efficiency and control, the results depend on external variables and Client decisions, who assumes full responsibility for the outcomes of their operations.

## 7. PROHIBITED PRACTICES

**7.1. Restrictions on the use of Operational Products.** The Client agrees to use the Operational Products responsibly and in compliance with all Terms of Use and applicable legislation. It is strictly prohibited to:

- (i) Assign, sublicense, sell, donate, dispose, lease, distribute, transmit, transfer, modify, decompile, or reverse engineer the solutions or any Functionality of the Operational Products;

- (ii) Use the Operational Products for unlawful or fraudulent activities, including the dissemination of malicious or invasive content or any content that compromises third-party security;
- (iii) Input false, incorrect, or misleading information into the systems, as well as use data obtained from the platform in ways that infringe third-party rights or violate applicable regulations;
- (iv) Access, copy, capture, or exploit information in an unauthorized manner, including the use of automated tools for data extraction (scraping);
- (v) Alter or circumvent the platform's security mechanisms;
- (vi) Share access credentials, confidential data, or information obtained through the Operational Products with unauthorized third parties.

**7.2. Violation.** The occurrence of any of the prohibited practices may, at Logcomex's sole discretion, result in the blocking or cancellation of access to the Operational Products, as well as legal liability and an obligation to compensate for any damages caused to Logcomex or third parties.

## 8. CONFIDENTIALITY

**8.1. Purpose.** In the event that Confidential Information must be shared, the party disclosing such Confidential Information shall hereinafter be referred to as the Discloser, and the party receiving it shall be referred to as the Recipient, in accordance with the terms of this Chapter.

**8.2. Definition of Confidential Information.** For the purposes of definition, "Confidential Information" refers to the amount of private information identified as confidential by the Discloser and exchanged during the term of the commercial relationship. Confidential information includes only that which is objectively requested by Logcomex and provided directly by the Client for the proper performance of the engagement, including trade secrets, technology, financial information, computing systems, software, screens, and market strategies.

**8.3. Information not classified as confidential.** Confidential Information does not include information, including but not limited to: (i) that is or becomes

publicly available without breach of obligation by the Recipient; (ii) that was known to the Recipient before being disclosed by the Discloser; (iii) that becomes known to the Recipient through sources other than the Discloser and by means that do not constitute a breach of confidentiality; (iv) that was lawfully obtained from third parties not bound by confidentiality obligations; (v) that, in accordance with **Logcomex General Terms and Conditions of Use of the Platform**, is considered its intellectual property; or (vi) that was independently developed by the Recipient.

**8.4. Acknowledgment of Data Ownership.** The Client declares full awareness that Logcomex, even before any service is provided to the Client, has a proprietary database, developed from public data compilation, legally established strategic partnerships, and enhanced by Logcomex's technology. Among these data, there may be information equivalent or similar to that which may be exchanged during the commercial relationship. In this sense, the Client expressly acknowledges and agrees that such data and information shall not, at any time, be considered Confidential Information as defined herein or be subject to the confidentiality obligations set forth herein.

**8.5. Disclosure by legal or governmental order.** The Recipient may disclose Confidential Information in response to legal or governmental orders, provided that the Discloser is notified so they may seek legal protection or other judicial remedies.

**8.6. Violation.** Violation of the confidentiality obligations set forth in this clause, if duly proven in court, with full respect for the rights of defense and due legal process, may result in liability for the repair of direct and indirect damages caused to the other party.

## 9. SUPPORT

**9.1. Availability.** Logcomex provides support for the Operational Products with the objective of clarifying doubts, guiding usage of Functionalities, and solving problems related to the operation of the platform. Support is available via email and chat from Monday to Friday, from 9 a.m. to 6 p.m. (Brasília time), excluding national holidays, as well as state holidays in Paraná and municipal holidays in Curitiba.



**9.2. Support limitations.** Support shall not include assistance regarding: (i) problems related to the Client's internet connection; (ii) issues involving third-party hardware or software, including digital certificates; (iii) configuration or maintenance of the Client's internal systems, unless otherwise expressly agreed upon in the Commercial Proposal.

**9.3. Response times.** Requests will be responded to according to their level of criticality, considering the severity of the impact on operations and prioritizing service restoration. In complex situations requiring additional technical analysis, the Client will be informed of specific timelines.

**9.4. Exceptions.** The following services do not fall under support and will be charged based on prior estimates: (i) setup and parameterization, if contracted in the Commercial Proposal; (ii) corrections of errors resulting from Client operation or misuse of the platform; (iii) in-person visits to the Client; (iv) retraining for platform use; and (v) specific conditions related to the Client's IT environment and access.

## 10. AMENDMENTS TO THE TERMS OF USE FOR OPERATIONAL PRODUCTS

**10.1. Amendments.** Logcomex reserves the right to change, modify, or update these Specific Terms at any time to reflect changes in services, legal requirements, or internal policies.

**10.2. Notification of significant changes.** In the event of significant changes, the Client will be notified via notices on the platform itself, and such changes will take effect on the date specified in the notice. Continued use of the Operational Products after the publication of such changes will be deemed acceptance of the modifications by the Client.



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