



# General Terms and Conditions of Use of the Platform

This Platform and all its content ("Platform") is property of LOGCOMEX LTDA., legal entity of private law, registered in the National Registry of the Legal Entity of the Ministry of Economy ("CNPJ") under the number 13.475.043/0001-75, with headquarters at Av. Cândido de Abreu, 70, Tower B - 1st floor, Centro Cívico, CEP 80.530-000, in the city of Curitiba, state of Paraná ("Logcomex"), only and exclusive owner of the domains associated to the Platform. The present document establishes the following conditions of use and its utilization:

**BY USING THE PLATFORM, THE CUSTOMER AUTOMATICALLY AGREES TO THESE TERMS AND CONDITIONS, INCLUDING ANY ADDITIONAL CONDITIONS REFERENCED HEREIN, AND UNDERTAKES FULL RESPONSIBILITY FOR ANY AND ALL OF YOUR ACTIONS IN THE PLATFORM AS WELL AS FOR THE CONSEQUENCES RELATED TO THE USE OF THE PLATFORM. IN CASE THE CUSTOMER DOES NOT AGREE WITH ANY OF THE TERMS AND CONDITIONS ESTABLISHED BELOW, THE CUSTOMER IS NOT TO MAKE USE THE PLATFORM.**

# Definitions

The terms used in these Terms and Conditions, shall have the meaning below, whenever used with the first letter in capital letters, either in the plural or in the singular:

**Customer:** means the legal entity that hires Logcomex's Services, and has access to the Platform to make use of the Services, subscribing to these Terms and Conditions. For clarity purposes, the definition of Customer also extends to those individuals and/or legal entities that, although have not used or contracted the Services for any reason, have accessed the Platform.

**Account:** means the Contracting User's account registered on the Platform, which allows the access of other Users to the Services through the use of login and password.

**Logcomex Content:** has the definition provided in item 7.2.1 below.

**Sources of Information:** all information presented in Logcomex solutions is the result of complex and innovative inference and statistical work, and all fields and information are developed from various publicly accessible foreign trade sources, as well as strategic partnerships.

**Platform:** means the domain and online environment owned by Logcomex, through which the Customer accesses the solutions and features offered by Logcomex, as described in the Commercial Proposal and/or in the contractual instrument.

**Privacy Policy:** means the privacy policy that set forth the provisions on the processing of personal data on the Platform, which can be found at the following link [www.logcomex.com/termos](http://www.logcomex.com/termos).

**Commercial Proposal:** document sent by Logcomex to the Customer detailing the commercial conditions of the Services to be contracted, including the amount and payment terms of the Remuneration. This document shall be interpreted in conjunction with the Terms and Conditions, establishing the rights and obligations of both parties in relation to the services provided.

**Remuneration:** means the amount due by the Customer to Logcomex, according to the Service contracted and established in the Commercial Proposal.

**Website:** means the home page, pages with information about products or services, support and contact sections, blogs, and other corporate information about Logcomex, available through the domain [www.logcomex.com](http://www.logcomex.com), including its logged-in and logged-out areas.

**Services:** means the set of intelligence and operational solutions and products offered by Logcomex, even if free of charge, in a restricted access and/or logged-in area, where Users can access and use cloud-based software services, and may include various features such as management tools, applications, programming interfaces (APIs), and other interactive features that allow Users to perform specific tasks, manage projects, process data, among others.

**Contracting User:** means the individual or legal entity that has contracted the Logcomex's Services.

**Administrator User:** means the individual, linked to the Contracting User, who has access to the Platform and is responsible for the management of the Account and the creation of Secondary Users, through the use of login (email) and password.

**Secondary User:** means the individual, linked to the Contracting User and registered in the Platform by the Contracting User to have access to the Services through permissions of access granted by the Administrator, and by using the Account's login and password.

**Terms and Conditions:** refers to these General Terms and Conditions of Use of the Platform, in addition to other contractual documents applicable to the Customer, available at [www.logcomex.com/termos](http://www.logcomex.com/termos), including the Privacy Policy.

# 1. WHAT DOES THE PLATFORM OFFER?

**1.1. Services.** Through the website [www.logcomex.com](http://www.logcomex.com), the Platform allows the Customer who have contracted Logcomex's Services by signing a Commercial Proposal to access organized information related to foreign trade through its operational and data intelligence solutions.

**1.2. Accessibility.** The Platform operates through the connection to the internet and, to access the Platform, the provisions contained in the Terms and Conditions shall apply and fully govern the relationship between Logcomex and the Customer. It is the Customer's responsibility to be fully aware of and accept Logcomex's Terms and Conditions in order to use the services.

## 2. REGISTER, ACCESS AND LOGIN

**2.1. Register.** After signing up for registration, the Customer and its users must voluntarily provide information about themselves by completing the data in the fields requested by Logcomex such as CNPJ, address, email, among others. The Customer undertakes to maintain its data always updated. It is forbidden to provide false information or intentionally assume another person's identity, under penalty of cancellation and exclusion from the registration.

**2.2. Access.** Upon registration, the Customer will be the holder of a personal and non-transferable Account, accessible through the login and password created by the Customer. In case Logcomex detects an Account created or accessed with false information or information that potentially poses a risk to Logcomex, the Customer's register on the Platform will be automatically cancelled, and Customer's access to the Platform will be blocked. In this case, the Customer will not have any right of compensation.

**2.2.1. Data Validation.** It is Logcomex's responsibility to evaluate and assess the data informed by the Contracting User in accordance with the criteria established by Logcomex. Logcomex reserves the right not to present any justification in case of reproval of Customer to register in the Platform. In case Logcomex denies the registration of the Customer in the Platform, the Contracting User will receive a message at the indicated electronic address, informing the reproval.

**2.2.2. Confirmation of Contract.** The Contracting User will only be able to make use of the Services by accepting the Commercial Proposal and issuance of the Invoice for Remuneration upon contracting the Services. For such purpose, the Commercial Proposal must be digitally signed by its legal representative, act which will authorize Logcomex to issue an Invoice for Remuneration.

**2.2.3. Access Data.** After the approval of the Contracting User's register, the Contracting User will receive a login and password which will give access to its Account on the Platform, and allow Contracting User to create and manage its Administrator User, as well as create and register Secondary Users, by providing the requested data, in the form and according to the contracted quantity.

**2.2.4. Care with Access Data.** The password to access the Platform is confidential and the sole responsibility of the Contracting User, who shall contact Logcomex, immediately, in case the confidentiality of the password is compromised. Logcomex does not recommend the use, by the Customer, of the same password for several websites on the internet nor the insertion of the Customer's Data as part of the password. The choice of a secure password is the sole responsibility of the Customer.

**2.3. Specific Conditions.** Some solutions may have terms or policies with specific rules of use, which may be detailed in the Commercial Proposal or in additional documents. These conditions will be applied in conjunction with these Terms and Conditions, and are available at [www.logcomex.com/termos](http://www.logcomex.com/termos). By accessing the Services, the Customer expressly agrees and fully accepts the content of the specific conditions, undertaking to faithfully comply with the rules and limits established in these documents.

## 3. SERVICES AND FEATURES

**3.1. Services.** The solutions that comprise the Services are and will be those described and set forth on the Logcomex Website, in the Solutions menu or in another similar menu that replaces it, according to the formatting and layout of the Website and/or in the Commercial Proposal. In general, the Solutions are divided into:

**3.1.1 Data Intelligence.** Services that, based on the application of Logcomex technology and intelligence to Logcomex Content, the possibility for the Customer to monitor updated information about their sector of activity, search for and validate potential business partners, reduce costs in the acquisition of goods, perform market analysis, validate the operational capacity of suppliers, improve their negotiating power and definition of strategies, among other features that may be developed and offered by Logcomex.

**3.1.2. Supply Chain Solutions.** Operational management services designed to automate manual processes in Customer operations, enabling the integration of internal Customer and partner processes through technology and intelligence applied to Logcomex Content, among others that may be developed and offered by Logcomex, enabling the improvement of the Customer's operational efficiency and the management and centralization of import processes, allowing the visualization of automatic updates of sea and air shipments, with customization of information management, management of KPIs of their processes, generating greater predictability in the supply chain.

**3.2. Integrations and Access.** The Services exclusively cover the availability of access to the solutions and remote training effectively contracted, as provided for in the Commercial Proposal. The services do not include any specific integration, development, adaptation, or parameterization activities for the Customer's systems. If there is interest in performing any type of integration with the Customer's internal systems, a specific negotiation and contract will be necessary, which will be formalized in the Commercial Proposal, which will include the conditions, scope, and costs applicable to performing the integration.

## 4. ADVANCE NOTICE AND CANCELLATION

**4.1. Advance Notice and Cancellation** through the Platform. As this is a service provided in a Software as a Service (SaaS) model, requests to cancel the contract must be made exclusively on the Platform, following its instructions and through a protocol opened by the Customer's legal representative. The advance notice period will only be counted from the date on which the request is duly registered on the Platform. Considering that the contract was signed through the Platform, any cancellation request sent by other means, such as telephone, WhatsApp, email, or others, will not be considered valid, and it is the Customer's responsibility to follow the correct procedure for the notice period to take effect. During the notice period, the Platform will remain available for use and the Customer will continue responsible for the corresponding monthly payments until the effective termination of the contract.

## 5. BLOCKING ACCESS TO THE PLATFORM

**5.1. Blocking.** In the event of a violation by the Customer of the conditions set forth in the Terms and Conditions, including, but not limited to, any irregularities in the provision of Customer data, Logcomex may, at its sole discretion, at any time and without the need of prior communication to the Customer, (i) terminate, modify or suspend, total or partially, the Customer's access to the Platform, as well as (ii) delete, total or partially, the information registered by the Customer that is not in accordance with the provisions of these Terms and Conditions. Logcomex is not responsible nor will have the obligation to compensate the Customer for blocking its access to the Platform. The blocking, suspension, deletion, or any other measure taken due to non-compliance with the Terms and Conditions shall be considered a regular exercise of Logcomex's rights, ruling out any claim of loss or damage by the Customer.

## 6. DIGITAL CERTIFICATE/ACCESS CREDENTIALS

**6.1. Access Credentials.** For some of the products described in these Terms and Conditions to be used, the Customer must possess and link to the Platform a digital certificate issued by the Brazilian Public Key Infrastructure – ICP-Brazil, in the AI format, specific access credential, or contract a Logcomex solution that meets this need, as detailed in the Specific Terms.

**6.2. Use and Access.** Notwithstanding the need for a digital certificate for the use of some of the functionalities of the Platform, under the terms of the clause above, the Customer understands and agrees that Logcomex, as a result of the provision of the Services, may use the collected data to enrich its database and improve the Services. In case the collected data is classified by Logcomex as confidential, it will be restricted only to the access of the Customer holder of the digital certificate. The data processing carried out is described in the Privacy Policy, that is part of these Terms and Conditions.

## 7. CONTRACTING AND PAYMENTS

**7.1. Commercial Proposal.** The contract will be formalized upon formal acceptance of the Commercial Proposal sent by Logcomex to the Customer. The Commercial Proposal contains a description of the contracted products, support and training to be provided, as well as the conditions of Remuneration, form of payment, and cancellation of Services by the Customer. Thus, by signing the Commercial Proposal, the Customer declares their full acceptance of the conditions set forth therein, as well as the conditions contained in the Terms and Conditions.

**7.2. Payments.** Payments must be made in accordance with the terms, conditions, and amounts stipulated in the Commercial Proposal signed between the Customer and Logcomex.



**7.2.1. Late Payment.** In the event of late payment of any amounts owed by the Customer under the terms of the Commercial Proposal, default interest of 1% (one percent) per month will be charged on the overdue amount, calculated pro rata die from the due date until the effective settlement of the debt. The calculation of deadlines and due dates will be based on the terms stipulated in the Commercial Proposal signed by the Customer.

**7.2.2. Fine.** A non-compensatory fine of 2% (two percent) will be due on the total amount of the overdue debt, applicable only once, regardless of the number of outstanding invoices or payment slips.

**7.3. Tax Adjustment.** The price of the services was set based on the tax legislation in force on the date of contracting. Seeking to preserve the economic and financial balance originally agreed upon, the Customer acknowledges and agrees that in the event of subsequent changes in legislation that modify the tax burden levied, directly or indirectly, on the services, including, but not limited to, an increase in existing taxes, the creation of new taxes, replacement, alteration of rates, calculation bases, calculation criteria, or even the imposition of fees or charges of a similar nature, these may be automatically passed on to the price of the services, without the need to enter into a contract amendment. The Customer will be notified of such changes and their respective impacts on the price of services before the adjustment is applied.

**7.4. Suspension of the Platform and Services.** In the event of non-payment, Logcomex reserves the right to cancel access to the Platform and Services. Access will be restored once outstanding debts have been settled.

**7.5. Availability of the Platform and Service.** The Remuneration amount will be due until the commercial relationship established between the parties is terminated, regardless of the actual use of the contracted and available solutions. Logcomex is not responsible for the non-use of the solutions contracted and made available to the Customer, and such argument cannot be used as justification for non-payment of the agreed Remuneration.

**7.6. Prevalence of the Commercial Proposal.** For all purposes, in the event of a conflict between the conditions set forth in the Commercial Proposal and the Terms and Conditions, the conditions set forth in the Commercial Proposal shall prevail.

## 8. WHICH ARE LOGCOMEX'S RIGHTS OVER THE PLATFORM?

**8.1. License of Use.** By accepting these Terms and Conditions, Logcomex grants the Customer a limited, temporary, non-exclusive and non-transferable license to use the Platform and the Services set forth in the Terms and Conditions.

**8.2. Logcomex Intellectual Property.** All the intellectual property rights related to the Platform, the Services, texts, images, trademarks, layouts, software, codes, databases, graphics, articles, photographs, videos, audiovisual works and other content made available on the Platform ("Logcomex Content") are the exclusive property of Logcomex or licensed to Logcomex for use on the Platform and in the scope of the Services.

**8.2.1. Definition of Logcomex Content.** Logcomex Content encompasses any and all information accessible on the Platform and/or through the provision of Services, in any form, oral or written, of a technical, operational, financial, commercial, or legal nature, including, without limitation, texts, images, trademarks, layouts, software, codes, graphics, articles, photographs, videos, audiovisual works, know-how, databases, models, formulas, samples, theories, patents, intellectual property, or any and all information accessible on the Platform and/or through the Services that Logcomex makes available to the Customer in relation to its business, operations, products, technologies, and services, as well as those of its affiliates, which is created and developed from the application of Logcomex technology for the treatment, analysis, processing, organization, and inferences about data that is publicly available and accessible on the internet, in different formats and on various types of portals and platforms, and may also include data from legally constituted strategic coalition partnerships and data sharing.

**8.2.2. Restrictions on Use of Logcomex Content.** The Platform and the Logcomex Content are protected by intellectual property rights legislation, including copyrights, industrial property laws, among other rights. It is prohibited to use, copy, reproduce, modify, translate, publish, transmit, distribute, execute, download, display, license, sell, exploit, scrapping and/or reverse engineering of the Platform and the Logcomex Content, for any purpose, without previous and express Logcomex's consent. Any unauthorized use of the Platform and/or the Logcomex Content shall be deemed an infringement of Logcomex's intellectual property rights and shall result in the Customer obligation to indemnify Logcomex for the non-authorized use, in the terms of the applicable legislation.

**8.2.3. Changes to Logcomex Content.** Logcomex reserves the right, at its exclusive discretion and at any time, to modify, update, suspend or remove from the Platform, total or partially, the Logcomex Content, including functionalities, services and solutions, without any prior notice to the Customer.

**8.2.4. Logcomex's Continued Ownership.** Nothing in these Terms and Conditions shall be construed as a restriction or waiver of any of the Logcomex rights over the Platform and/or the Logcomex Content, nor an assignment to the Customers of Logcomex's intellectual property rights.

**8.2.5. Confidentiality of Logcomex Content.** The Customer shall keep strictly confidential any information accessed in connection with the provision of the Services and, regardless of the purpose, shall use such information only with the prior written approval of Logcomex. In this regard, the Customer declares that it will use the Logcomex Content made available through the Solutions exclusively for internal use related to its operations, strategies, and internal studies. The Customer shall not share or commercialize any information available on the Platform to third parties without the prior authorization of Logcomex, whether through reproduction or incorporation into derivative materials, directly or indirectly, under penalty of immediate termination and liability for losses and damages.

**8.3. Improvements.** Any and all development, arrangement, improvement, update or new version performed by Logcomex on the Platform, its functionalities and/or the Logcomex Content, even if suggested or requested by the Customer, shall be considered the property of Logcomex, which may use them freely, and without limitation, to adapt, improve, transform, reproduce, distribute, commercialize, register, assign and license them, at any title and at its exclusive discretion. Furthermore, Logcomex may incorporate any Customer data necessary for the effective use of the Services with a view to improving the experience, consumption, and usability. This data may not be limited to that necessary for the Customer to use the Services and may also be collected or requested in order for Logcomex to comply with any legal, regulatory, administrative, and/or judicial requirements that may be necessary in this regard.

**8.4. Feedback.** The Customer acknowledges that Logcomex is allowed to use, apply, modify, publish, reproduce and commercialize any comments, suggestions, data, information, ideas, concepts, opinions, techniques and/or any other materials made available or provided, whether requested by Logcomex or not, in any communication that the Customer sends to Logcomex, either through the Platform or by other communication channels, including, without limitation, improvement requests, recommendations offered by the Customer to Logcomex, whether or not related to the Logcomex Content and/or the Platform ("Feedback"). The Customer hereby assigns to Logcomex all proprietary and intellectual property rights related to the Feedbacks, free of charge, irrevocable, irreversible, full, perpetual and worldwide, without any compensation to the Customer, acknowledgment, payment or indemnification. The Customer declares and understands that such information may be integrated into Logcomex Content, thus becoming an inseparable part thereof. In this regard, the Customer warrants that the Feedback does not violate any third-party rights.

## 9. WHAT ARE THE PRACTICES CONSIDERED PROHIBITED?

**9.1. Misuse.** The Customer acknowledges and agrees that when using the Platform, it is strictly prohibited to: (i) assign, sublicense, sell, donate, alienate, rent, distribute, transmit or transfer, total or partially, to third parties, by any means, under any title, as well as to copy modify, extend, reduce, adapt, translate, decompile, disassemble, execute reverse engineering or in any way economically exploit the Platform and the Logcomex Content, including the information made available by the Services through the Platform, as well as using the Platform (a) for purposes that are not provide in the Terms and Conditions or, further, (b) for the creation or supply of other products or services competing with those of Logcomex; (ii) disseminate or install viruses or any other malicious code, file or malicious software for the purpose of interrupting, destroying, improperly access, limit or interfere with the operation or security of the Platform, as well as of Logcomex's information and equipment, of other Platform users or third parties, or for any other illicit purpose or purpose not provided for in the Terms and Conditions; (iii) use and access the Platform or the Logcomex' Content or perform acts in such way that harm the Platform security, integrity, availability and/or its normal operation; (iv) access the Platform or Logcomex Content and any information contained therein, in an unauthorized manner; (v) violate the privacy of other Platform users; and (vi) perform any act

contrary to the current legislation or to these Terms and Conditions.

**9.2. Termination for Non-compliance.** Without prejudice to the provisions of the previous clause, the Customer declares to be aware that, in case of non-compliance with the provisions set forth in the Terms and Conditions, Logcomex may unilaterally terminate the established business relationship. In this case, the Customer shall be liable for the payment of the contractual penalty established, in addition to compensating for any direct losses and damages resulting from their actions.

## 10. WHAT ARE THE CUSTOMER AND LOGCOMEX'S RESPONSIBILITIES?

**10.1. Representations and Warranties.** Logcomex represents and warrants that: (i) the Services and the Platform are in compliance with the Brazilian legislation, and the Services and the Platform do not violate third-party rights; and (ii) it collects and processes the data and information in the scope of the Services and operation of the Platform in accordance with the applicable legislation.

**10.2. Responsibility for Misuse of the Platform.** The Customer is solely responsible for the use of the Platform, the activities of its Account and the use and destination of data, and must comply with the rules of the Terms and Conditions, as well as the applicable legislation. LOGCOMEX WILL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGE CAUSED AS A RESULTED OF THE BREACH OF THE PROVISIONS OF THIS CLAUSE BY THE CUSTOMER, INCLUDING DAMAGES ARISING OUT OF THE ACCESS BY ANY THIRD PARTIES TO THE CUSTOMER'S ACCOUNT WITH CUSTOMER'S LOGIN AND PASSWORD. THE CUSTOMER HEREBY AGREES TO INDEMNIFY LOGCOMEX FOR DIRECT AND INDIRECT DAMAGES, INCLUDING IN THE EVENT OF LAWSUITS FILED BY OTHER USERS AND/OR THIRD PARTIES.

**10.3. Decisions.** THE CUSTOMER UNDERSTANDS AND AGREES THAT THE SERVICES PROVIDED BY LOGCOMEX ARE THE RESULT OF INFERENCES, STATISTICAL ANALYSIS AND PROBABILITIES CALCULATED BY LOGCOMEX, BASED ON PATTERNS OBSERVED IN THE DATA FROM THE INFORMATION SOURCES. LOGCOMEX IS NOT RESPONSIBLE FOR THE VERACITY, ACCURACY, COMPLETENESS AND UPDATING OF THE INFORMATION CONTAINED IN THE INFORMATION SOURCES AND, THEREFORE, DOES NOT ASSUME ANY RESPONSIBILITY FOR THE DECISIONS TAKEN BY THE CUSTOMERS BASED ON THE

SERVICES PROVIDED. THE CUSTOMER HEREBY HOLDS LOGCOMEX HARMLESS FROM ANY AND ALL DIRECT OR INDIRECT LOSSES AND DAMAGES CAUSED TO THE CUSTOMER OR TO THIRD PARTIES DUE TO DECISIONS TAKEN BY THE CUSTOMER AS A RESULT OF THE INFORMATION OBTAINED ON THE PLATFORM.

**10.4. Third-Party Websites.** The Platform may contain links that direct the Customer to third-parties websites and other applications that are not owned or controlled by Logcomex. Logcomex, in no way, endorses, verifies, guarantees or has any connection with the owners of these websites or applications, and is not responsible for its content, including the products and/or services available there, for the accuracy, veracity and completeness of the information, policies, practices or opinions expressed on any of these third-party websites and applications with which the Customer interacts through the Platform.

**10.5. Availability and Access to the Platform.** To ensure the best use of the Platform, it is important that you, the Customer, maintain a stable internet connection and an adequate and compatible technological environment, with the minimum conditions to ensure the full functioning of the Platform. Logcomex is committed to providing a stable and functional platform; however, due to the inherent characteristics of the internet environment, some situations may affect access to and navigation on the Platform. Logcomex is not responsible for access or navigation failures resulting from circumstances beyond our control, such as interruptions, temporary unavailability or suspension of connection, incomplete or failed computer transmissions, technical failures of any nature, including electronic malfunction of any network, hardware, or software of the Customer or third parties, general internet failures, interruptions in the Customer's power supply, and acts of force majeure and unforeseeable circumstances that prevent the full use of the Platform.

# 11. LOGCOMEX'S SUPPORT

**11.1. Online Support.** Logcomex provides online support as part of the Services, when remunerated, with the purpose of addressing and resolving, in accordance with the deadlines and criticality criteria set forth below, the correction of any problems with the Services, as well as explaining and clarifying any questions Customers may have regarding the use of the Platform and the Services, under the terms below:

- Critical: Services cannot be used and there is no palliative measure (system inoperative) – 16 (sixteen) business hours;
- High: Services can be used with severe restrictions or palliative measures – 24 (twenty-four) business hours;
- Medium: Services can be used with few restrictions – 40 (forty) business hours;
- Low: Services can be used without impact on operation – 80 (eighty) business hours.

**11.2. Communication.** The support service may be requested by the Customer by sending an email to: [suporte@logcomex.com](mailto:suporte@logcomex.com) or through the chat on the Platform.

**11.3. Platform Availability.** Logcomex guarantees that the Website will be available 24 (twenty-four) hours a day, 7 (seven) days a week, with access and operation conditions for at least 90% (ninety percent) of the time, except in cases of scheduled or emergency downtime that will be carried out to maintain, update, or adjust the Service settings. In the event of any unavailability of the Website not provided for herein, provided that it is due to the exclusive fault or willful misconduct of Logcomex, duly proven, the Customer shall be entitled to a discount proportional to the time of unavailability, on the monthly fee for the month of the incident.

**11.4. Exceptions to the Support Services.** The following services are not included as support services and will be charged upon prior quotation: (i) corrections arising from the Customer's operation and misuse of the Platform; (ii) services that require personal visits to the Customer; (iii) retraining for the use of Platform and (iv) particular conditions of the Customer's IT environment and access.



## 12. WHAT ELSE DOES THE CUSTOMER NEED TO KNOW ABOUT THESE TERMS AND CONDITIONS?

**12.1. Changes.** Logcomex reserves the right to change, modify, or update these Terms and Conditions at any time to reflect changes in services, legal requirements, or internal policies. In the event of significant changes, the Customer will be notified through notices on the platform itself, and the changes will take effect on the date specified in the notification. Continued use of any of the Products after the publication of the changes will be considered acceptance of the changes by the Customer.

**12.2. Autonomy.** These Terms and Conditions do not create any other form of relationship between the Customer and Logcomex, also, without limitation, mandate, representation, partnership, association, employment relationship or similar.

**12.3. Assignment.** Logcomex may assign the rights and obligations relating to these Terms and Conditions to companies of its same economic or corporate group, without any communication being due to the Customer.

**12.4. Validity of Clauses.** Any provision of the Terms and Conditions that is declared invalid, void, ineffective, or unenforceable by any competent judicial authority shall be deemed dispensable, so as not to affect the validity and effectiveness of the other provisions, with the Parties in this case seeking to replace the invalid provision with another, with an identical or similar purpose, maintaining the validity of the Terms and Conditions.

**12.5. Nature of the Services.** The Customer will use Logcomex's services as an input in its business activity focused on Data Intelligence or Supply Chain Solutions. Therefore, the parties declare and agree on the civil/business nature of the contract and acknowledge that it is ruled exclusively by the provisions of the Brazilian Civil Code.

**12.6. Communication.** The Logcomex's team may contact the Customers and/or potential Customers for the Services; assist with any doubts and/or demands, including with regard to clarifications, information and complaints; communicate delays or contractual defaults; and any and all other matters relevant to the Services.



**12.7. Contact.** In case the Customer has any questions or wishes to make a comment, suggestion, complaint or compliment to Logcomex, it may contact us by the [email cs@logcomex.com](mailto:cs@logcomex.com) or telephone **0800 494 1717**.

**12.8 Language.** The Terms and Conditions in English are for reference only and in case of any conflict or legal requirement, the Terms and Conditions in Portuguese, available at [www.logcomex.com/termos](http://www.logcomex.com/termos) shall prevail.

**12.9. Prior Resolution Method.** Any dispute arising from or related to the Terms and Conditions, the Commercial Proposal, or any other valid contractual instrument signed between the Customer and Logcomex, including its interpretation or execution, must be previously presented by both parties through detailed notification describing the problem, grounds, and relevant documents. Upon receipt of the notification, the Parties shall endeavor to resolve the issue amicably through direct negotiations within a minimum period of thirty (30) days. Amicable resolution shall be an essential and prior condition for the filing of any legal action, especially for requests of a precautionary nature, of an urgent nature, or any provisional measure, under penalty of the claim being dismissed for lack of procedural interest.

**12.10. Applicable Law and Jurisdiction.** The Terms and Conditions are governed by the laws of the Federative Republic of Brazil. Unless otherwise provided for in a specific contract – in which case the specific contract shall prevail – any disputes shall be resolved by the courts of the Metropolitan Region of Curitiba, State of Paraná, Brazil, to the exclusion of any other, however privileged it may be or become.



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

