

## TERMS OF USE

ARENA TÉCNICA SERVIÇOS DE INFORMAÇÃO E INTERATIVIDADE – EIRELE – ME; enrolled in the CNPJ under nº 18.396.810/0001-74, with registered office at Rua Turiassu, 145 unit 103 - Sao Paulo – SP, hereinafter referred to as “ARENA TÉCNICA”, sole and exclusive owner of the domain [www.arenatecnica.com](http://www.arenatecnica.com) (“WEBSITE”), sets forth the Terms of Use (“TERMS”) for the WEBSITE users in accordance with the conditions described below:

### 1. ARENA TÉCNICA TERMS OF SERVICES

Upon using the WEBSITE services, the user declares he/she is aware of and agrees to fully comply with the conditions described in the TERMS, as well as in the PRIVACY POLICY (<http://arenatecnica.com/arena/page/privacy>) and any other policies which might be published by ARENA TÉCNICA. The TERMS and the PRIVACY POLICY can be changed from time to time by ARENA TÉCNICA without prior notice. The user should review the aforementioned documents before using the WEBSITE.

### 2. SCOPE OF SERVICES

ARENA TÉCNICA shall from time to time monitor the standards and technical procedures (“STANDARDS”) based on the information/updates of the STANDARDS supplied on websites of public or private companies responsible for their publication (via Internet) or upon agreement with private companies which do not disclose their STANDARDS on the Internet (“SERVICES”). ARENA TÉCNICA currently provides its users with the monitoring of STANDARDS of the companies listed in the link: (<http://arenatecnica.com/entities>).

STANDARDS monitoring is automated and carried out by ARENA TÉCNICA once a month, considering that the monitoring day may vary from one month to another. In case the company responsible for updating the STANDARDS in a given month makes such update available after the monthly monitoring has been made by ARENA TÉCNICA, there may occur a discrepancy in the STANDARDS update. The user shall receive an alert message monthly in the email registered on the WEBSITE informing there have been changes in the STANDARDS selected for monitoring. The changes report can also be accessed through the user account.

ARENA TÉCNICA makes available a section of specific standards so that the user can associate his/her standards which are not included in the monitoring database and opt to monitor them manually or request a price quotation to have them manually monitored by our technical team. If the quote is requested and approved, the service report shall be sent, according to the amount of monitoring and standards requested, in Excel format to the user email, who shall be responsible to update his/her section of specific standards in accordance with this report.

The use of space for specific standards for inclusion of the standards which are not part of our database shall be charged pursuant to clause 3 (three) of this term, same behavior as "add standards" which are part of the database, but these may be removed from the section at any time and the resulting credit for standards monitoring shall be returned to the user until the validity period of that subscription purchase expires.

ARENA TÉCNICA shall not have to include STANDARDS not available in its database to monitoring upon the user request. The users' requests shall be analyzed and complied with according to ARENA TÉCNICA'S availability and convenience.

ARENA TÉCNICA shall make available Central ARENA TÉCNICA (CENTRAL)\*; this tool shall provide access to any WEBSITE user who might have subscribed to one of the annual plans described below (not available for promotional free access), to the following functionalities:

- Contact point focused on the interaction between expert users and academic users per area of interest;
- Contact point with research centers and technological labs per area of interest; and
- Space for training courses.

\*The CENTRAL is not available at the moment. It is supposed to be active in 2016 and depends on the adhesion of universities and researchers (academic) as well as Research Centers and technological labs.

ARENA TÉCNICA reserves the right not to make the CENTRAL available in case there are not enough adhesions to make the tool viable.

All users of CENTRAL shall be forcibly subject to these TERMS and to the PRIVACY POLICY of the WEBSITE.

### **3. PRICES AND ANNUAL SUBSCRIPTIONS**

ARENA TÉCNICA offers its users the following options for annual subscription: Individual and Corporate.

#### **Individual Subscription**

The Individual Subscription is aimed at individuals and shall provide access to the SERVICES of the WEBSITE with some limitations, as detailed in the menu tab "resources" of the home page. The Individual Subscription may be converted into Corporate at any time, being conditioned to choosing an annual plan of a higher value than that already effective and upon payment of a possible price difference at the time of the request.

Prices for each package are available for consultation by contacting our customer services.

#### **Corporate Subscription**

The Corporate Subscription is aimed at legal entities and shall provide unlimited access to the SERVICES of the WEBSITE, including the possibility of monitoring more STANDARDS, sharing subscription with other users of the same company, advertising in the Catalog of Products and Services of the WEBSITE and registration of up to 5 (five) static IP's, as detailed in the menu tab "resources" of the home page. The administrator of the corporate subscription may restrict edition rights of the other users of the corporate team as to adding standards, adding links, adding keywords and inviting people, made available in specific areas of the WEBSITE.

The Corporate Subscription shall have one administrator per account only, being entitled to any user of the group linked to the account, at any time, to grant himself/herself the condition of administrator. In the case of account administrator change, all the other users in the group, including the former administrator, shall be notified via email by ARENA TÉCNICA administration. Registration of users in Corporate Subscription will not be allowed, unless they have a corporate email with domain registered in the name of the company. ARENA TÉCNICA reserves the right to cancel and exclude the access of users whose email does not comply with these requirements.

The Corporate Subscription, under no circumstances whatsoever, shall be converted into Individual Subscription.

ARENA TÉCNICA makes the functionality of insertion of links available to the user so that he/she can organize the STANDARDS chosen. The links shall only be accessed by the users in the case of Individual Subscription and by the Administrator and respective users in the case of Corporate Subscription.

Prices for each package of standards and users are available for consultation by contacting our customer services.

#### **General Conditions**

ARENA TÉCNICA reserves the right to cancel user access to the SERVICES in case it is found any untruthfulness in the registration form and/or in the information provided by the user upon making the subscription.

Adhesion to the Annual Plans and/or as advertisers is expressly prohibited for the companies which act as agents of technical standards and/or provide services of technical monitoring of any nature. ARENA TÉCNICA reserves the right to cancel the user subscription immediately under this circumstance, with no prejudice to adopting measures for possible losses and damages.

ARENA TÉCNICA can at its own discretion exceptionally accept ads or sponsorships from public institutions or private companies which have as their field of activity information services and technical publications upon requests through the following email: [info@arenatecnica.com](mailto:info@arenatecnica.com). Such request must have the website of the organization and shall be timely evaluated and replied by Arena Técnica's administration.

The user, who, after paying, adheres to one of the annual plans, shall insert the codes of the STANDARDS he/she wishes to monitor and request monitoring. After the monitoring request, it will not be possible to change the STANDARDS until the contracted annual plan expires.

In the case that a certain entity or company, which might have its STANDARDS monitored by the user, suspends, in whole or in part the divulgation of the STANDARDS on the Internet or performed under contract, ARENA TÉCNICA exceptionally shall allow the user to replace the suspended STANDARDS.

Additional packages of STANDARDS can be purchased by the user at any time during the annual plan in force and shall have their values calculated under a pro-rata basis so that the due date can coincide with that of the initial subscription.

### **Invoicing**

The specific terms and conditions of the Subscription Plan made available by ARENA TÉCNICA and chosen by the user at the moment of registration shall be an integral part of these TERMS.

The user shall authorize ARENA TÉCNICA to invoice him/her according to the plan and means of payment chosen upon acceptance indicated on the WEBSITE, being ARENA TÉCNICA exempted from any liability or obligation, with regards to authorization of payment made via credit card and/or direct debit.

ARENA TÉCNICA shall make billings through PayPal, invoice or an identified direct deposit in current account. Subscriptions are annual and charged upon adhesion in accordance with the payment plan chosen. In case of any difficulties by ARENA TÉCNICA to receive the payments, the user shall be notified via email, and if he/she does not pay owed value(s) within up to 5 (five) days after notice, ARENA TÉCNICA shall be entitled to cancel the subscription for a defined period of time. Access to the user's platform shall be released only after outstanding payments are settled.

The user is given the right to make the payment corresponding to the annual plan chosen through:

PayPal: It will be necessary that the user create an account before making the payment.

Identified deposit: The user shall make the payment directly to our agent, according to the Proforma Invoice generated automatically by the website.

In case of advertising, to release access, the ADVERTISER should send a copy of the payment made to [info@arenatecnica.com](mailto:info@arenatecnica.com).

Access to the user shall be released only after approval of payment by the credit card administrator and/or confirmation of credit in the account by the financial institution.

### **Canceling/Renewal of the Subscription**

The user may cancel the Annual Subscription at any time, through the following email: [info@arenatecnica.com](mailto:info@arenatecnica.com) informing his/her account data, canceling shall be made in up to 72 (seventy-two) hours as from the effective request. The user shall not be reimbursed for the amount paid for the Annual Subscription in case of canceling. The canceling shall suspend the monthly reports sent by ARENA TÉCNICA and shall block the access definitively.

Renewal of the Annual Subscription shall occur automatically except if upon request and confirmation through the email [info@arenatecnica.com](mailto:info@arenatecnica.com) with 45 days prior to expiration date thereof.

### **Promotional Free Access**

ARENA TÉCNICA offers a promotional free access of part of its SERVICES for a period of 12 (twelve) months. The access is conditioned to the limitations described in the "Promotional Free Access" accessed via specific form at home page.

To obtain total accuracy in the results of our database, user have to hire our technical report service available by contacting our customer services via [sac@arenatecnica.com](mailto:sac@arenatecnica.com). Failure to contract this service implies that user takes risks inherent to possible errors that may occur in the system.

#### **4- THE USER'S OBLIGATIONS**

The user shall have to adhere to an Annual Subscription plan and make the corresponding payments in order to use the "SERVICES" of ARENA TÉCNICA. After adhesion to the subscription plan chosen, the user must indicate the number of STANDARDS he/she wishes to monitor and specify them.

In case the user's STANDARDS do not belong to the list of entities or companies of ARENA TÉCNICA, the user shall contact ARENA TÉCNICA through the proper button in the system, informing the name of the entity or the company and the details of the STANDARDS he/she would like to include in the automatic monitoring database.

#### **5- LIABILITY DISCLAIMER**

The SERVICES offered by ARENA TÉCNICA are made available in an "as is" basis. ARENA TÉCNICA cannot be held liable for the reliability, availability or capacity of meeting the user needs.

ARENA TÉCNICA cannot be held liable for any losses and damages, including direct damages, indirect damages and loss of profits, arising from the trust deposited by the user in the SERVICES provided.

ARENA TÉCNICA cannot be held liable for the content, precision, adequacy and/or updating of any of the STANDARDS registered, the SERVICES provided consist only of compiling the data made available on the Internet by the companies responsible for the STANDARDS. ARENA TÉCNICA does not give any guarantees as to the reliability of the information of the STANDARDS obtained on the Internet.

The user must be aware that to have more precision in his/her standards control, he/she shall have to monitor his/her standards from time to time internally, or yet, request that this monitoring be made manually by the ARENA TÉCNICA team, upon separate quotation. Whenever the separate report of standards is requested, the photo of the website, date and time when the information was retrieved, shall go along with it so that there is no question as to the interpretation of the results generated.

The user must assume total liability for any losses and damages resulting from the use of the SERVICES. In case the WEBSITE fails to perform its functions, the faults shall be corrected timely for as long as maintenance is necessary. ARENA TÉCNICA shall not be held liable for any damages resulting from unavailability or functional faults of the WEBSITE.

#### **6- INTELLECTUAL PROPERTY**

All of the content made available on the WEBSITE, including, but not limited to: text, ads, articles, design, trademarks, domain names are protected by the laws of intellectual property. The user, upon using the WEBSITE, is bound to fully comply with the effective intellectual property laws.

The user agrees neither to use nor to reproduce any of the services, trademarks, logos, distinctive signs or any type of intellectual property owned by ARENA TÉCNICA, without previous and expressed consent of ARENA TÉCNICA.

ARENA TÉCNICA fully respects the copyrights and the intellectual property rights of third parties on its WEBSITE and shall adopt all appropriate measures whenever prompted to preserve such rights. ARENA TÉCNICA reserves the right to remove/discontinue any content of the WEBSITE and/or related to the services without prior notice to the user.

The user shall not use the WEBSITE in any manner that violates the intellectual property rights of third parties.

#### **7- GENERAL PROVISIONS**

The TERMS are entered into between the user and ARENA TÉCNICA on a free will basis and spontaneously and constitutes the entire agreement between the parties. The user is subject to other policies and additional terms of ARENA TÉCNICA whenever applicable.

The TERMS shall be deemed accepted as from the moment when the user gives his/her agreement by clicking on the "I agree with the TERMS OF USE" button at the end of the registration form on the WEBSITE.

The TERMS shall be governed by the laws of the Federative Republic of Brazil. ARENA TÉCNICA and the user elect the Central Court of the City of Sao Paulo, State of Sao Paulo, and abdicate to any other court, no matter how privileged it might be, to settle any dispute that may arise from this agreement.

In the event that any clause, term or provision of these TERMS should be deemed null or ineffective, such nullity or ineffectiveness shall not jeopardize the other clauses, terms or provisions contained herein, which will remain in force and effective.

It is expressly and irrevocably established that the non-performance by ARENA TÉCNICA of any rights or options, or tolerance with delays to comply with obligations, shall neither characterize renewal nor affect those rights or options which might be performed at any time.