



**MAINTENANCE SOFTWARE**

## **TERMS OF USE**

02/2022 VERSION

## TERMS OF USE

This instrument contains the general terms and conditions of use of the websites <https://engeman.com.br>, <https://engeman.com>, subdomains related to them and the Engeman Starter mobile app, available in [Apple Store](#) and [Google Play](#), as well as the services offered through such websites (the "Services" ), within the scope of EAM Sistemas de Informática Ltda and ENGEMAN Enterprise Asset Management Ltda (the "ENGEMAN").

### 1. The Websites Services

1.1. The websites and apps are operated by ENGEMAN. Through them ENGEMAN offers the user access to data and information related to the Platform. "You", "Your", "User", "Customer" or "Client" means the party making use of the Websites and/or the Services. Through the Website, ENGEMAN offers the user access to data and information related to the Platform.

### 2. Use and Acceptance of Conditions of Use

2.1. The use of the Websites, Apps and Services contained therein is governed by this document.

2.2. When registering, accessing and using the Websites/apps/apps in any way, whether by browsing, viewing, downloading, generating, receiving or transmitting any data, information or messages from or to Websites/apps, the user expresses his/her agreement, on his/her behalf and on behalf of his/her company/employer to these Terms of Use, whether the user is registered with the Services or not, therefore the user undertakes to respect and comply with all the provisions contained herein, as well as the provisions of the legal notices that regulate the use of the Websites/apps and Services.

2.3. These Terms constitute a binding contract between ENGEMAN and the user. If the user does not agree with these General Terms, he/she must not use the Websites/apps or the Services contained therein.

2.4. ENGEMAN may update or change the Terms of Use at any time. After the publication of the amendment to these Terms of Use on the Websites/apps, the continued use of the Services or Websites/apps by the user constitutes his/her express agreement.

2.5. ENGEMAN may request that the user register to use the free Services and/or request registration before using any free part of the Service.

2.6. By registering, the user agrees to provide true, correct, updated and complete information (the "Registration Data") as requested in the registration format provided.

2.7. Underaged (under the age of 18) will not be allowed to use the website, unless they are represented and/or assisted by their parents or legal guardians and authorized by them when registering, accessing and using the Websites/applications in any way. The registration, access or use of the Websites/applications on behalf of a underaged presupposes the representation of this underaged by a person over the age of 18, who will be held civilly and criminally responsible for any use made, violation committed or false, incomplete, outdated or inaccurate declaration provided by the underaged.

### **3. Changes to the Services**

3.1. ENGEMAN reserves the right to modify, suspend, terminate or discontinue any aspect of the Websites/apps at any time, including the availability of any Services, information, characteristics or functionalities accessible through the Websites/apps, in addition to imposing limitations on certain characteristics, functionalities or services or restrict access to parts or all of the Websites/apps and/or Services without prior notification and without this implying any liability to ENGEMAN for any loss that the user may suffer.

3.2. ENGEMAN reserves the right, at any time or title, to control and/or change the appearance, development and/or operations of the Website at its own and exclusive discretion, as well as to establish and modify the procedures for the user's contact, without the need for prior notification.

### **4. Links to other Websites**

4.1. The content of any Websites that the user accesses from the ENGEMAN Websites is totally out of ENGEMAN's control, and access and permanence on such sites will be at the user's own risk. The inclusion of these links on the Websites does not imply endorsement by ENGEMAN or consent to any products, services, content, information or materials offered by, or accessible to, the user on the websites of third parties. ENGEMAN does not represent or guarantee any third-party websites that the user may access through the websites. ENGEMAN cannot accept any responsibility or assume any obligation with respect to any material contained on any other website. Any opinions

or recommendations expressed in those other Websites are solely those of independent providers and are not, nor do they represent, ENGEMAN's opinions or recommendations.

4.2. All copyrights and trademarks accessible through the links on the Websites are the property of the respective owners of the Websites or their licensors.

## **5. Intellectual Property**

5.1. The Websites/apps, the Services, their structures and all the functionalities contained therein, all the information, data, texts, images and graphics and all the components used in the Websites/apps ("Content") are protected by copyright and other intellectual property rights. You acknowledge that ENGEMAN owns all rights, titles and interests in relation to the Content and that you will not, through the use of the Websites/apps, acquire any own rights in it.

5.2. ENGEMAN is the owner of all data originating from the operation of the Websites/apps and the user agrees not to oppose any use of such data by ENGEMAN.

5.3. The user may print a copy of individual sessions from our Websites for His/Her personal use only, provided that no copyright or ownership notice is removed. The information contained in the Websites and their Content must not be modified in any other way, reproduced (in whole or in part), distributed, transmitted to any other person or entity, incorporated in any document or other material or linked to (electronically or otherwise) without the express written authorization of ENGEMAN, except as expressly licensed under these General Terms of Use.

5.4. ENGEMAN reserves all and any right over its registered trademarks, copyrights, and other intellectual property rights, available on the Websites/apps and its use is forbidden without the express authorization of ENGEMAN, under penalty of configuration of civil and criminal offenses.

## **6. Acceptable Use Policy**

6.1. You agree not to:

- (i) use the Websites/apps, any Content on them as well as the Services for any unlawful purpose;
- (ii) interfere with the normal functioning of the Websites/apps;

- (iii) interfere with the use and access of other parties to the Websites/apps, their Content and Services; and
- (iv) publish, post, distribute or disseminate defamatory, transgressive, obscene, indecent or illegal materials or information through ENGEMAN's Websites/apps.

6.2. ENGEMAN reserves the right to immediately suspend or block Your access to the Websites/apps or any Service, and to remove any information or data that is considered to be a violation of any of these Terms of Use, without prior notice and/or to make such information available when requested by public bodies or by court order.

## **7. Termination**

7.1. ENGEMAN retains the right to terminate these Terms of Use and your access to the Website or any Services at any time for any reason without notice.

7.2. You have the right to terminate your access to the Websites/apps and all the Services by sending written notice to ENGEMAN, except for the existence of specific provisions in the Service Agreement and/or Admission Proposal entered into between the user and ENGEMAN.

## **8. Acceptance of the Terms of Use**

By using our sites, the user will automatically agree to the Terms of Use described herein.

In case of doubts or need for further clarification, the user must use the service channels available and described at <https://engeman.com/en/contact-us/>.