

TERMS OF USE

These Terms of Use (“**Terms**”) govern your access to and use of our services, including our websites, SMS, APIs, notifications, landing pages, widgets, buttons that link to these Terms (collectively, the “**Services**”).

The **Services** are offered by villevox Comunicação e Marketing which is located at Av. Ewerson de Abreu Sodre, 484, nº 202, Ed. Cristal, Muquiçaba, 29215-010 - Brazil, under the registration number 009.456.072/0001-12.

When registering into our Services, you (“**User**”) agree with these Terms. If you do not agree, do not use the Services.

1. PRIVACY POLICY

We collect personal information to allow access to the **Services**. Your data will be stored confidentially and will be used by the company when necessary.

1.2 If the **User** is a company we can request additional information of the person responsible.

1.3 The data is provided via online form filled by the User when registering for the **Services**, being responsible for its correction and update.

1.4 The provided information will be used to communicate, notify and charge payments. We are authorized to also use it to send e-mails such as Newsletter, release updates, website news and notifications related to the **Services**. The **User** can unsubscribe from the mailing lists at any time.

1.6 Only **villevox Comunicação e Marketing** staff can access **User's** personal data and Admin Panel which disclosure will not happen unless authorized. We may access your **Admin Panel** with system maintenance purposes.

2. INFORMATION SECURITY

Every data stored in the **Services** are confidential. Our development team focuses on keeping the **Services** safe but we cannot guarantee that it is 100% safe. Like every other online Service we are subject to risks.

3. INTERNET CONNECTION

To use the **Services**, the **User** must have a fast and reliable internet connection. The **User** is responsible to maintain the internet access. The **User** understands that the connection quality depends on several factors such as Provider's quality, Overall used bandwidth, Hardware quality, etc.

villevox Comunicação e Marketing is not responsible for its **Services** visualization problems regarding **User's** Internet Connection and or **User's** Hardware.

4. ABOUT THE FREE PLAN

4.1 **villevox Comunicação e Marketing** can occasionally offer free plans for the users. This plan has more limitations related to paid plans but with access to the majority of the functionalities.

4.2 **villevox Comunicação e Marketing** can, at any time, cancel or suspend user's free plans and delete the stored content. Since it's a Free Plan, **villevox Comunicação e Marketing** recommends a backup routine to prevent data loss and cannot be penalized for such action.

4.3 **villevox Comunicação e Marketing** will not provide technical support for free plan users. The support may be offered as a bonus. However, free plan users will have access to our Knowledgebase and tutorials (video and text) which will help in the learning process.

4.4 Free plan Users can request a plan upgrade at any time via support ticket.

4.5 **villevox Comunicação e Marketing** can show ads (it's own or third party) on free plan user's admin panel or landing pages in order to monetize the free plans.

5. INFORMATION ABOUT PAID PLANS (PAYMENT)

5.1 The **User** will pay for the **Services** every month and it can choose any of the offered plans in our website.

5.2 The payment will be done via Paypal. It may be necessary to have a Paypal Account. **villevox Comunicação e Marketing** recommends reading Paypal's terms of use.

5.3 If the **User** does not use or access the **Services**, it will not exempt the **User** of the payment since the charge is due to the **Services** disponibilization.

5.4 Payments are made using Credit Card (in Paypal's environment). When filling the payment form the **User** understands that every month the subscription will be charged automatically. If the credit card used does not belong to the **User**, the **User** assumes full civil and criminal liability.

5.5 Paid plan Users can request plan upgrade or downgrade at any time. When downgrading, the User understands that the new limits will be less than the current plan's.

6. INFORMATION ABOUT LATE PAYMENTS

6.1 Late payments can cause **Services** access suspension without notice. When suspended, the **User** cannot use the **Services** functionalities. If the **Users** does not pay for the subscription, **villevox Comunicação e Marketing** can cancel the **User's** account.

6.2 The **User** will be unsuspected when paying the overdue invoices.

6.3 If detected that the **Services** was used without the proper payment and without the cancellation request, **villevox Comunicação e Marketing** reserves the right to charge for the used period via telephone, e-mail, and or lawsuit with an increase in monetary restatement, interest and attorney fees of 20%.

7. SUBSCRIPTION CANCELLATION

7.1 Charging will be interrupted when the **User** request the subscription cancellation via support ticket (the access is done inside the control panel). If the **User** does not request cancellation, charging will be done monthly.

7.2 When the cancellation process is completed, charging will stop immediately. **villevox Comunicação e Marketing** will not refund any payment already done.

8. DISCOUNT COUPONS

Discount coupons can be used only one time and limited to only one **User**. Coupons are not transferable and are not cumulative. Discount coupons can only be used for new subscriptions and are valid for 30 days from release.

9. ACCESS TO THE SERVICES

9.1 Free plan users can access the **Services** immediately after completing the registration process. For paid plan users, the access will be given when the payment is received and the registration process is complete. **villevox Comunicação e Marketing** can deny access to the **Services**, disregarding the chosen plan, if any divergence in the registration data is detected.

9.2 When using the **Services**, the **User** must monitor and manage the plan limitations in order to better use the functionalities.

9.3. It is not allowed to give access to others or resell the **Services**, except when authorized by company via an agreement. **villevox Comunicação e Marketing** is not obligated to authorize or make any type of agreement.

9.3.1 Only the email registered by the **User** will receive the access password and notifications related to passwords.

9.3.2 The password gives access not only to the **Admin Panel**, but it also gives allows password redefinition and changes related to subscription.

9.3.3 Allowing access via password for anyone is a **User** only liability.

9.4 If the **User** requests alteration in the registered email address in order to recovery the **Admin Panel** password, the **villevox Comunicação e Marketing** reserve the right to comply only when presenting the documents that the company may request to prove the authenticity of the request. After presenting the requested documents, the **Services** will send a message to the new email address starting the password recovery process.

9.5 Interruptions in the **Services** for non urgent maintenance will be informed in advance and will be done preferentially at night and or weekends when the **Services** traffic is lower.

9.6 Urgent interruptions for reasons like: security, stop hacker activity, security fixes (patches) can be done at any time without previous warning. In either cases access to the **Admin Panel** can be unstable or not possible.

10 ILLEGAL USE OR ANTI ETHICAL OF THE SERVICES BY THE USER

The **User** understands that when using the **Services** will follow the rules:

- a) DO NOT violate any rule in this **Terms**.
- b) DO NOT reproduce, replicate, copy, alter, modify or create anything that derives from any of the **Services** resources, including, websites and webpages or content that are part of the Services offered by **villevox Comunicação e Marketing**.
- c) DO NOT distribute content that are not owned by the **User** or that it has no the right to publish, distribute either by law or agreement.
- d) DO NOT practice falsehood, thus understood falsity of information (i.e: deliberate and voluntary disclosure of information that the **User** knows to be false or that are notoriously false) and ideological falsehood.
- e) DO NOT commit fraud.
- f) DO NOT violate or infringe intelectual property rights, fiduciary or contractual rights, rights of privacy or publicity of others.
- g) DO NOT collect personal or commercial data, including (but not limited to) any email addresses and or names available on the Internet, to commercial purposes without the proper consentment from the data owners.
- h) DO NOT realize or incentive any illegal activity.
- i) DO NOT break the any applicable law, norms, rules, principles and regulamentations.
- j) DO NOT store, create or publish any abusive content such as photos and videos with defamatory, discriminatory, obscene, offensive, threatening, abusive, harmful content that contains hate expressions agains people or groups, child pornography, explicit or violent pornography, regilious and or racial insults or threats, moral or physical or patromonial damages or that can violate any third party rights. DO NOT use the **Services** to send messages with viruses.
- k) DO NOT send messages to people that had not expressly confirmed their wish to receive informatives/newsletters.
- l) DO NOT send messages using senders that are not your own.
- m) DO NOT remove or disable the unsubscribe link and or address that are obligatory and must be located at the footer of the sent messages.
- n) DO NOT use the designated storage space to purposes that are not store the images used in

the email marketing messages and or landing pages

10.1 The **User** MUST NOT use the **Services** to send Spam (abusive sending and or not allowed sending) emails. If detected that the **User** is sending Spam through the **Services**, we reserve the right to cancel and terminate the **User's** account immediately without notification.

10.2 We use the following rules to verify spam:

Hard Bounces: Permanent errors that should be treated more rigorously than temporary errors. These errors can occur if the **User** is sending messages to non-existent email addresses (including spamtraps) or if the recipient is inactive for long periods of time (5 months or more). This type of bounce decreases your campaign's deliverability rates because the message is being sent to invalid email addresses. The most common bounces are related to non-existent email addresses or domains.

Complaints/Spam Reports: Occurs when the receiver marks the messages as Spam, generally by clicking on the "Mark as Spam" button or moving the message to the Spam folder in the mail client.

Spam Score: A score given accordingly to the message's content. The bigger the score, more likely to be considered as Spam the message is.

Explicit/Improper Content: Illegal or anti-ethical content as described before.

10.3 Violating any of the rules of the **Terms** will result in account cancellation or termination without notification and without any refund of charges, losses and or damages to **villevox**

Comunicação e Marketing

10.4 **villevox Comunicação e Marketing** is not responsible for the content published through the **Services** and it reserves the right to remove the content when violation of this **Terms** or third party **Terms** is detected.

10.5 **villevox Comunicação e Marketing** uses an automatic procedure to detect improper images that do not follow this **Terms**. If any improper image is detected in **User's** automations or campaigns, **villevox Comunicação e Marketing** reserves the right to stop the sending and mark it as blocked. The **User** can report a false positive via support ticket requesting further revision.

10.6 If the **User** does not own the domain provided on the complete registration form, it is understood that, under the penalties of civil and criminal law, maintain a legal contractual relationship with the owner of the domain which allows him to contract the services objectified by this contract.

10.7 The landing page builder has templates that are loaded in a default way allowing the **User** to edit some of its elements.

11. TECHNICAL SUPPORT

The technical support for paid plans will be done via support ticket. A support ticket can take up to 48 hours to get answered. Occasionally **villevox Comunicação e Marketing** can offer technical support for free plan users as a form of bonus. We will keep a knowledgebase and tutorials (video and text) to facilitate the learning process.

12.FINAL TERMS AND CONDITIONS

12.1 When registering into our **Services** the **User** acknowledges that the systems are modified in a daily basis and notifications are not obligatory unless judged necessary by **villevox Comunicação e Marketing**.

12.2 The **User** also acknowledges that it is possible to encounter “system bugs” such as procedure failures, high response times and system unavailability occasionally.

12.3 **villevox Comunicação e Marketing** is not responsible for losses due to system bugs and or due to external factors that all online services is subject of.

12.4 Whenever this **Terms** are updated the **User** will be notified via email. 05 (five) days after the notification, if there is no manifestation, the changes will be considered accepted.

12.5 If the **User** does not agree with the changes in these **Terms**, the subscription cancellation can be requested via support ticket (inside the **Admin Panel**). If the **User** is registering at this very moment, just abort the registering by not completing the registration process.

12.6 The forum of **Guarapari – ES, Brazil**, is hereby elected to resolve any disputes about the use of the Platform or these **Terms of Use**, renouncing any other parties, however privileged it may be.

Guarapari, January 08th, 2018
villevox Comunicação e Marketing