

Terms of Use

Identification of the parties

ville Target platform. ville Target is a service owned by villevox Tecnologia e Serviços, headquarters in Guarapari, state of Espírito Santo, Brazil, located at Av. Ewerson de Abreu Sodré, nº 484, commercial room nº 202, Cristal building, Muquiçaba, Zip Code: 29215-010, under legal registry number 009.456.072/0001-12.

User: Any party, physical or legal, duly registered within ville Target platform having their information recorded in its database at the registration time.

These terms of service regulate the usage of the platform namely ville Target hereinafter referred to as “**ville Target platform**” or simply “**platform**”. By accessing it the **user** hereby agrees with the terms below.

1. CONNECTION TO THE INTERNET

In order for the **user** to experience the services offered by villevox Tecnologia e Serviços, he or she shall assure a fast and continuous connection to the internet.

The **user** recognizes that the connection quality depends on, among other factors, the internet and the infrastructure access providers.

villevox Tecnologia e Serviços is not responsible for any communication failures and/or visualization problems related to a defective internet connection that has been interrupted, presented a slow speed or hardware problems such as, user's PC, laptop, tablet, cell phone, etc. ville Target platform is provided to the user through the cloud.

2. ABOUT THE FREE PLAN

- 2.1. The platform might, occasionally, offer free plans. It is important to point out that this plan has higher limitations upon use than paid plans.

- 2.2. The platform may interrupt, at any moment, the offer of free plans to the user and the user's content could be excluded; therefore, we recommend that the user adopts a continuous backup policy. Due to the fact it is a free plan, villevox Tecnologia e Serviços shall not be fined for such actions.
- 2.3. It will not be offered full technical support for free users. Technical support will be, occasionally, offered to free users as courtesy. However, users signed up to free plans, will have access to tutorials and the knowledge base; so, making it easier to learn.
- 2.4. The user signed up for a free plan may upgrade at any time to a paid plan through a support ticket.
- 2.5. Advertisements could be shown on the admin panel and/or landing pages built through the platform from villevox Tecnologia e Serviços or third-parties as banners or text in order to monetize.

3. DETAILED PAID PLANS

- 3.1. villevox Target platform uses a monthly payment subscription system and the **user** can opt from any of the plans that are offered in our website.
- 3.2. The available payment forms are **banking billet, credit card**. villevox Target platform reserves the right to, occasionally but not necessarily, offer other payment forms and methods.
- 3.3. The lack of access to the platform and/or lack of usage of the services offered by it will not free the **user** of paying the platform's monthly fee since the payment is charged on the simple availability of the service.
- 3.4. Purchases via credit card will entail automatically generated monthly payments to be seen in the **user's** credit card bill. In cases the credit card does not belong to the **user** he or she takes full civil and criminal responsibility upfront the credit card's owner for its usage.
- 3.5. Purchases via banking billet will result in automatically generated reminders to be sent to the email used to process the purchase. Emails will be sent before and after expiration date; consequently, the **user's** email address should be kept updated and often verified. It is not the **platform's** responsibility if the **user** does not see the emails or if they go to spam, trash or other boxes in the **user's** email account.
- 3.6. The **users** subscribed to paid plans can ask for upgrades or downgrades in their plans whenever they want or need. In cases of downgrade, the **user**

should be minded that the plan's settings they would like to migrate to are lower than the current ones.

4. INFORMATION SECURITY

All data embedded in the **platform** are confidential and our development team does the possible to maintain the **platform** safe against attacks. However, we cannot guarantee fail proof security as all cloud based systems are subject of jeopardy.

5. NON-COMPLIANCE ISSUES

- 5.1. Delay in payments could result in blocking the **user's** access to the **platform** without advance notice not being, no longer, possible to make registrations among other resources. If the delay persists, the account could be cancelled.
- 5.2. Clearance of the **user's** account will only occur through the payment of delayed fees.
- 5.3. In cases it is verified that the platform was used without due payments and there has been observed to be no subscription cancelling order, the referred value might be charged via telephone, e-mail, correspondence and/or lawsuit including monetary adjustment, interest and advocative hours.

6. UNSUBSCRIPTION

- 6.1. Charging will be terminated if the **user** unsubscribes to the plan through a support ticket in the client panel along with the villevox Tecnologia e Serviços' team. If there is no unsubscription request to any paid plan, the monthly subscription fee will be charged as usual.
- 6.2. An unsubscription request to a paid plan will cease charges in the following month but there will be no reimbursement for the already paid monthly fees.

7. ACCESS AND USAGE OF THE PLATFORM

- 7.1. Immediate access to free plans is automatically provided after the user's email is verified and complementary information is given. For paid plans, the access will be given after the procedures for free plans have been implemented and

the payment has been compensated by the banking or credit card's institution. Independent as regards to the chosen plan, being a free or a paid plan, the **platform** will not allow access if it identifies divergences or irregularities in the given data.

- 7.2. When entering the **platform**, the user ought to watch for usage and cap of emails, generation of landing pages among others in order to better adapt his or her needs and campaigns.
- 7.3. Third-party access or resale of products and services offered by the **platform** are prohibited except in cases when authorized by the **platform** or there is an agreement between the parts. It is not the **platform**'s obligation to authorize or make deals as such.
 - 7.3.1. Only the email account included by the **user** will receive the administration password and casual substitutions and alterations.
 - 7.3.2. Possession of the user's account's password will give to whomever person not only powers to manage the **platform**'s services but also power to electronically alter the same password.
 - 7.3.3. The responsibility to manage the account's password is only the user's own.
- 7.4. In cases there is a request to alter the account's email address to request a new password, the platform will only attend upon presentation, by the solicitant, of documents that legitimate the request. After the presentation of valid documents the **platform** will send the new email address the new password.
- 7.5. Interruptions of the service due to technical adjustments or emergencial mantainments will be previously informed and be preferably conducted in night times, weekends or on the day's least busy hours.
- 7.6. Emergencial interruptions due to the need of preserve security aiming to avoid or cease the activity of "hackers" or implement security corrections might be conducted any time and without previous advice. In both cases, access to the platform's admin panel might become unavailable.

8. UNETHICAL OR ILLEGAL USAGE OF THE PLATFORM BY THE USER

The **user** confirms that, by using ville Target platform, he or she agrees to do the following:

- a) Do not violate any of the rules presented in this terms of use;
- b) Do not reproduce, replicate, copy, modify, create any material derived from the platform's, sell or resell any of the platform's services or resources

- including websites and webpages or information or data contained in villevox Tecnologia e Serviços's services;
- c) Do not transmit content that does not belong to the user or that he or she does not have the right to publish or distribute under the enforcement of law or contract;
 - d) Do not commit falsity. We understand falsity as any type of falseness of information;
 - e) Do not make frauds;
 - f) Do not violate or break any intellectual property rights, right to privacy or third-parties' advertisement rights;
 - g) Do not store personal or business data, including, but not necessarily being limited to, email addresses and names of any internet's resource for business aims without the consent of the data's owner;
 - h) Do not perform or encourage any illicit acts;
 - i) Do not avoid complying with any law referring to the data protection policies of your leads;
 - j) Do not publish, create, store and/or promote abusive content such as texts, pictures and/or videos of defamatory, discriminatory, obscene, offensive, threatening, abusive, vexatious and harmful content or that spreads hatred towards specific groups, has child pornography, explicit or violent pornography, content that could be dangerous to youngsters or that has sexual and racial slurs or indicate material and non-material damage or that could violate any third-party's right;
 - k) Do not send messages to people that has not explicitly and clearly confirmed that wish to receive flyers and messages;
 - l) Do not send messages using senders that are not yourself;
 - m) Do not remove or disable the 'unsubscribe link' and the 'sender's physical address'. These components are compulsory and must go in the footer of all outgoing messages;
 - n) Do not use the platform's image database to store images that are not directly related to storage of email marketing messages and landing pages;

8.1. The **user** should not use the platform to send spam emails. If it get noticed that the **user** is utilizing it to send spam, we reserve the right to **immediately block or cancel** the account without previous advice or notification.

8.2. We use the following rules to verify spams:

Hard Bounces: Permanent errors that should be treated more rigorously than other

temporary error. These errors could happen if the recipient's email address does not exist or because they are going through a long inactive period. This type of response harms more intensively your campaigns' delivery because they get an immediate server's rejection response. The most common answers are related to nonexistent email addresses or domains.

Complaints: A complaint happens when an email receiver marks the incoming email as "this is spam" or "send to spam box" in their email client.

Spam Score: A score that is given according to the email content. The higher the score is, the higher the chances of it being marked as spam.

Inappropriate content: Illegal or inappropriate content as earlier stated.

- 8.1. Violation of any of the rules stated here will result in the **block and/or cancelation without previous advice** of your access to the platform. This action will not lead to loss or eventual charges of any type to villevox Tecnologia e Serviços.

9. TECHNICAL SUPPORT

Technical support for the platform's paid plans shall happen through support tickets. A support ticket might take up to 48 hours to be responded. Occasionally, support by tickets can be given as a bonus to non-paid plans. We will maintain a knowledge base with tutorials to enrichen learning though.

10. FINAL TERMS AND CONDITIONS

- 10.1. By signing up to ville Target's platform the client knows that the system suffers from daily updates and alterations. We are not obligated to previously communicate every client before every change if we do not find it necessary.
- 10.2. The client is fully aware that, there is also a possibility he or she may face some "bugs" or occasional process failures as well as facing casual system slowness that could lead to the impossibility of using the system. In cases like these, we recommend that you contact us through any given channel and the admin panel as soon as possible.
- 10.3. villevox Tecnologia e Serviços does not take accountability for any eventual

- losses due to bugs and/or external events all companies are likely to face.
- 10.4. Whenever these terms change the user will be noticed by email. After publishing or change in our websites' terms of use, continuous usage of our services will enforce full agreement with the terms already mentioned.
 - 10.5. In cases the client does not agree with the imposed terms, subscription cancellation can be requested in our client area alongside the cancellation department.
 - 10.6. Licences to use ville Target platform are granted non-exclusive, non-transferable and non-sublicensable. We are entitled to our brands, copyrights, and any other types of intellectual property rights.
 - 10.7. It is hereby agreed that the court of the city of Guarapari, state of Espírito Santo is chosen to settle any controversies about the platform's usage or these terms of use, renouncing any other, no matter how privileged it may be.

Guarapari, 22 August 2018
villevox Tecnologia e Serviços