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# TERMS OF USE - THE WEBSITE AND ITS FEATURES

*Updated in 2020 by Eccox Software S.A.*

**ATTENTION:** PLEASE READ THIS STATEMENT CAREFULLY BEFORE USING WWW.ECCOX.COM OR ITS EXTANSIONS (/PT/SUPPORT, /EN/SUPPORT, /ES/SUPPORT, /PT/KNOWLEDGE, /EN/KNOWLEDGE, /ES/KNOWLEDGE, TECHNET.ECCOX.COM, SUPPORT.ECCOX.COM) (THIS "WEBSITE"). YOUR USE OF THIS WEBSITE CONSTITUTES YOUR ACCEPTANCE OF THESE ECCOX WEBSITE TERMS OF USE ("TERMS OF USE"). **IF YOU DO NOT ACCEPT THESE TERMS OF USE, DO NOT USE THIS WEBSITE.**

**ATTENTION:** THIS TERM OF USE CONTAINS "GENERAL TERM OF USE", "ECCOX PRIVACY POLICY", "ECCOX TRADEMARKS", "ECCOX ANTI-PIRACY/LICENSE NON-COMPLIANCE" AND "ECCOX CODE OF CONDUCT".

## 1. GENERAL TERM OF USE

ECCOX SOFTWARE S.A. ("Eccox Technology" or "Eccox") reserves the right to modify these Terms of Use without notice, and any modifications are effective when they are posted here. Eccox Technology may, at any time, in its discretion terminate Your access to this Website. Access to the Website may be monitored by Eccox Technology. If You are accessing this Website as a representative of an organization, these Terms of Use bind both You individually and the organization and references to "You" and "Your" shall be construed to apply to You individually and the organization.

Eccox Technology maintains copyright protection in all materials, information, data, text, software, music, sound, photographs, graphics, video, messages, publications or other materials (collectively, "Website Content") it posts on this Website. Eccox Technology grants You permission and consents to the downloading, copying and distribution of the Website Content for non-commercial purposes by You or within your organization only. In consideration of this consent, You agree that (i) copies of the Website Content will retain all copyright and other proprietary notices and (ii) You will not modify the Website Content in any way. Unless You are expressly permitted to do so by another agreement with Eccox Technology, such as Eccox Customer Support Agreement, and only to the extent that your use constitutes "fair use" under copyright law as determined by your legal counsel, You may not use, download, upload, copy, print, display, perform, reproduce, publish, or distribute any Website Content, in whole or in part, without the prior written consent of Eccox Technology.

As a condition of your use of this Website, You will not use the Website or the Website Content for any purpose that is unlawful or prohibited by these Terms of Use. You will not use this



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Website in any manner that could damage, disable, overload or impair the operation of this Website or use by third parties.

**Certain restricted product information is available on this Website only to licensed customers of Eccox Technology who are registered to receive information via passwords issued by Eccox Technology.** This restricted information is considered **confidential and proprietary information of Eccox Technology.** If You are a registered customer or a representative of a registered customer, You may be authorized by another agreement, such as Eccox Customer Support Agreement, to download, copy, re-distribute, and use the restricted information as authorized by Eccox Technology. Issuance of a registration password is conditioned on the customer's use of such restricted information only in accordance with the terms of their license, product or service agreement with Eccox Technology. **You shall not transfer your password** to unauthorized parties. You shall immediately notify Eccox Technology of any unauthorized use of your password. You are responsible for use of your password. You will not attempt to gain access to any Website Content or area within this Website that You are not authorized to access.

You agree to the following with regard to Your use of the Website: (a) You will not access the Website under an anonymous or false name, and You will not permit any other person to access the Website under your name or using an anonymous or false name to impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity; (b) You will not transmit to the Website any content that (i) is libelous, defamatory, obscene, pornographic, threatening, or abusive or harassing to another individual, (ii) violates any law, including without limitation, laws governing copyright infringement and data privacy, (iii) violates or infringes upon the rights of or otherwise harms any third party, (iv) is otherwise offensive or objectionable to Eccox Technology, Website participants, or other parties, or (v) the export or re-export of which requires a license or license exception from the United States government or other foreign governments having jurisdiction; (c) You will not post or transmit to the Website any content containing any malware or harmful or corrupt code, programming code, or data (including but not limited to "viruses", "worms" and "cancelbots"), or other code that otherwise adversely affects the functioning of the Website or interferes with or disrupts the Website or any other Eccox Technology websites, servers, or networks connected to Eccox Technology websites; (d) You will not use the Website for purposes of promotion, solicitation, or advertising; and (e) Eccox Technology will not have and expressly disclaims any liability related to the misuse, loss, modification, or unavailability of any content.

Certain information available on this Website is provided by other parties, particularly information about such other parties. You understand that all such information is the sole responsibility of the party who originated it and that Eccox Technology has no responsibility for such content and does not guarantee the accuracy, integrity or quality of such content. In no event is the inclusion of a statement about another party, a reference to such other party or a web-link to another party's website an endorsement of such other party, their products or their services.

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You may link to the [www.eccox.com](http://www.eccox.com) home page, and to any other page on the Website. Eccox Technology reserves the right to withdraw such consent at any time in its discretion. **You may not use any of Eccox Technology proprietary logos, trademarks, or other distinctive graphics, video, or audio material in Your links.** You may not link in any manner reasonably likely to 1) imply affiliation with or endorsement or sponsorship by Eccox Technology, without Eccox Technology written consent; 2) cause confusion, mistake, or deception; 3) dilute Eccox Technology trademarks, service marks, or trade names; or 4) otherwise violate applicable law.

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Neither Eccox Technology nor any of its affiliates or suppliers or its or their officers, directors, employees, agents, representatives or subcontractors (collectively, the "Eccox Technology Partners") shall be liable for any loss or liability resulting, directly or indirectly, from delays or interruptions due to electronic or mechanical equipment failures, denial of service attacks, data processing failures, telecommunications or Internet problems, utility failures or problems, defects, bad weather, strikes, walkouts, fire, acts of God, riots, armed conflicts, acts of terrorism, cyber-security attacks, acts of war or other like causes beyond the reasonable control of Eccox Technology. Eccox shall have no responsibility to provide access to this Website while the interruption of this Website due to any such cause continues. Eccox may discontinue providing You access to this Website at any time.

### 1.1. DISCLAIMER; LIMITATION OF LIABILITY; INDEMNITY

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IN NO EVENT WILL ECCOX TECHNOLOGY OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, LOST REVENUE OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF, THIS WEBSITE OR ANY SITE LINKED TO WWW.ECCOX.COM. WITHOUT LIMITING THE FOREGOING, NEITHER ECCOX TECHNOLOGY NOR ANY OF ITS AFFILIATES SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM YOUR USE OF THIS WEBSITE OR ANY WEBSITE CONTENT, WHETHER ARISING UNDER CONTRACT, NEGLIGENCE, TORT OR ANY OTHER LAW OR CAUSE OF ACTION.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY. ACCORDINGLY, SOME OF THE ABOVE MAY NOT APPLY TO YOU.

You agree to release, defend, indemnify and hold the Eccox Technology and its affiliates harmless from and against any and all claims, liabilities, damages, losses or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with Your access to or use of this Website or any Website Content.

### 1.2. EXPORT AND TRADE CONTROLS

You agree not to import, export, re-export, or transfer, directly or indirectly, any part of this Website or any Website Content provided on or pursuant to this Website except in full compliance with all United States, Latin America, foreign and other applicable laws and regulations, including, but not limited to, export control laws.

### 1.3. SUBMISSIONS

Any information, material, or idea You submit to this Website by any means will be treated as non-confidential and non-proprietary and may be used by the Eccox Technology and its affiliates for any purpose whatsoever, including without limitation the development and/or provision of products and services, except that all personal data submitted to this Website will be used by Eccox Technology in accordance with **ECCOX PRIVACY POLICY**.



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## 2. ECCOX PRIVACY POLICY

### 2.1. OUR COMMITMENT TO PRIVACY

Your privacy is important to us. This website, [www.eccox.com](http://www.eccox.com) (the "Site"), is owned and operated by ECCOX SOFTWARE S.A. ("Eccox Technology" or "Eccox"). This Eccox Technology Privacy Policy ("Privacy Policy") describes how Eccox and its affiliates collect, use and disclose personally identifiable information or personal data ("Personal Information") that we may obtain about you ("You") through the Site. When You provide Personal Information to us via our Site, we protect it according to this Privacy Policy. By using any Eccox Technology Site, You acknowledge that You have reviewed, understood and agree to, the terms of this Privacy Policy.

**If You do not agree to this Privacy Policy, do not use this Site.**

Eccox Technology operates in the business-to-business (B2B) software industry. Unlike many companies and websites, we do not focus on consumer users or the collection of consumer data. To the extent we collect information online, our purpose is to better serve our business customers.

### 2.2. THE PERSONAL INFORMATION WE COLLECT

We may collect the following types of information when You browse this Site, any other Eccox Technology website, or any site of a Eccox Technology affiliate ("Eccox Technology Website"), as part of Eccox legitimate interests as it is described below:

Personal Information You provide directly when You register on a Eccox Technology Website, make an online order, join an online community or other group, inquire about Eccox products, or request Eccox Technology support or services at any Eccox Technology interactive message board or via any e-mail messages You send Eccox Technology, including Your name, contact information (phone and fax numbers, address, and email address), ordering information, and payment data.

Personal Information You provide directly, including information You submit through a Eccox Technology Website as part of the online job application process, registering for a Eccox-sponsored training, event, user group, or conference, creating an online account with Eccox Technology, or requesting customer support, education services or information about Eccox products.

Passively collected information as click-through information related to Eccox Technology emails and related marketing activities; and aggregate, non-Personal Information, such as the number of hits per week or per web page.

### 2.3. COOKIES

Eccox Technology **does not** use cookies to distinguish you from other users of a Eccox Technology Website.



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## 2.4. WEB BEACONS

Eccox Technology may use "web beacon" technology to gather metrics from anonymous web users and email recipients for the purpose of operating and improving Eccox Technology websites and email communications. A web beacon is an electronic image that is imbedded in a web page or email which allows Eccox to track web page views/hits or the opening of an email containing a beacon. Eccox Technology may use web beacon in conjunction with cookies to track website activity on this Site, [www.eccox.com](http://www.eccox.com), and other Eccox Technology websites. Web beacon tracking by Eccox Technology **does not** identify the name or email address of the web user or mail recipient.

## 2.5. The Way We Use Personal Information

Eccox Technology uses Personal Information You have provided directly or information we collect indirectly online about You in the following ways, as part of Eccox Technology legitimate interests:

For Personal Information You provide directly online, or through email messages, relating to inquiries about products, ordering products, requests for support or services, or downloading products, we use the information to engage in and process transactions with You, to respond to Your inquiries and requests, to provide information on Eccox Technology products and services, to provide information on Eccox partners offering Eccox Technology services and products, and to provide customer support activities. Before we use Your Personal Information, we will give You the opportunity to choose whether or not You allow Eccox Technology to use Your Personal Information in such ways described in this Privacy Policy. You may at any time choose to stop receiving Eccox Technology emails relating to our marketing materials by following the unsubscribing instructions contained in the emails we send to Your attention. You can also unsubscribe by sending an email to [marketing@eccox.com](mailto:marketing@eccox.com) and requesting the removal of Your name from Eccox Technology marketing lists.

Some Eccox products and services may be advertised by third parties. In the U.S. and other jurisdictions with similar laws, we will only share Your Personal Information if You have not expressed Your preference by opting out of having Your information shared. In countries that are members of the European Union and all other jurisdictions with similar laws, we will only share Your Personal Information if You have agreed to allow us to share Your information with third parties. You have the opportunity to choose to not receive such marketing materials from third parties by updating Your subscription preferences emailing us.

For some registration, email and data You provide, we may direct You to particular web pages, customize the web pages You see, or otherwise increase the relevance of the information You receive. Eccox Technology may use Analytic Embedded Code to collect Information about web pages visited, page hits per week, and the like, and Eccox will use this information internally to improve the design of our web pages.

For Personal Information submitted using the online job application process, we may use and disseminate this information internally and among our affiliates as necessary to consider Your application and to contact You regarding our decision.

For Personal Information submitted online for scheduling training or registering to attend a Eccox-sponsored conference or event, we may use and disseminate this information internally and among our affiliates to communicate with You and to facilitate Your registration and participation.

## 2.6. When We Share Your Personal Information

Eccox shares information for business and marketing purposes only on a need-to-know basis and only with: (a) its own employees and contingent workers (b) the customer from which Eccox received the information; (c) Eccox distributors, resellers, third parties software vendors, subcontractors, consultants, and third-party service-provider companies, that have agreed to safeguard such information in a like manner to the way that Eccox Technology safeguards such information and that have agreed to confidentiality terms with Eccox or that have entered into arrangements with Eccox Technology to provide the services described in this Privacy Policy; and (d) other entities authorized to have access to such information under applicable law or regulation.

## 2.7. Data Security, Integrity and Access

Eccox Technology is committed to protecting Your privacy. Eccox processes Your Personal Information only in ways compatible with the purpose for which it was collected. To the extent necessary for such purposes, we take reasonable steps to make sure that the information is accurate, complete, current and otherwise reliable with regard to its intended use. Eccox provides data subjects with the opportunity to access, review and correct their own Personal Information, and otherwise provides such individual access to Personal Information. However, Eccox expects that You will update your Personal Information with Eccox Technology as necessary as described in the section below "How You Can Access or Correct Your Personal Information".

**Eccox Technology takes reasonable and appropriate measures to maintain the confidentiality and integrity, prevent the unauthorized use or disclosure, of Personal Information and to protect Personal Information from loss, misuse and unauthorized access, disclosure, alteration and destruction.** This includes maintaining a system of appropriate administrative, physical and technical safeguards to secure such information.

## 2.8. How You Can Access or Correct Your Personal Information

If You have created an online profile with Eccox Technology, You can update Your profile by sending a request to [info@eccox.com](mailto:info@eccox.com).

You can also request access to Your Personal information that we collect online and maintain, and update or correct that information, through e-mailing [info@eccox.com](mailto:info@eccox.com) with the subject line heading of "Privacy Policy Request." To protect Your privacy and security, we will take reasonable steps to verify Your identity before granting access or making corrections.

You can also request erasure, restrict or object to the processing of Your Personal information.

We may keep information in an off-line form, for archival purposes or as otherwise required by law. **Please note that if Your information is removed from our databases, You may no longer be able to access certain areas of an Eccox website requiring registration or a subscription.**

### 2.9. Revisions and Contact Information

We periodically update the features of Eccox Technology Websites. We reserve the right to change this Privacy Policy without advance notice and any modifications are effective when they are posted here. The date of the newest version will be posted below. Please check back frequently, especially before You submit any Personal information at this Site, to see if the Privacy Policy has changed. If You have any questions, please contact us by sending an e-mail message to [info@eccox.com](mailto:info@eccox.com) with the subject line heading of "Privacy Policy Request."

### 2.10. Questions, Complaints and Inquiries

Questions or complaints regarding this Privacy Policy or requests for access to Personal Information should be directed to the Eccox Technology Headquarter Office, [info@eccox.com](mailto:info@eccox.com).





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### 3. ECCOX TRADEMARKS

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For questions pertaining to trademarks, please contact us at [info@eccox.com](mailto:info@eccox.com).



## 4. ECCOX ANTI-PIRACY/LICENSE NON-COMPLIANCE

Eccox Technology is committed to providing innovative technology solutions to better serve our customers' business needs. In furthering this commitment, it is critical that Eccox intellectual property assets be protected, and that its **copyrights, trade secrets, trademarks, patents and license agreements** be enforced. Eccox Technology respects the intellectual property of others and asks our partners, end-users, and third-parties to do the same with Eccox products and the intellectual property embodied in them.

Eccox Technology will take all necessary steps to protect our intellectual property rights and aggressively pursue those who violate our copyrights, trade secrets, trademarks, patents and license agreements. In that regard, Eccox considers the following activities, among others, to be unacceptable violations of our intellectual property rights:

- **Piracy:** Software piracy includes unauthorized use, replication or distribution of Eccox Software S.A. technology, among other things.
- **License Non-Compliance:** Non-compliance with software license agreements may include using more capacity than licensed for the Eccox Software S.A. technology, among other things.
- **Theft:** The theft or unauthorized distribution or use of intellectual property may also constitute a crime, which may carry severe criminal and civil penalties.

Users of pirated or unauthorized software also risk system degradation or failure caused by software corruption, bugs, and lack of technical support.

In order to preserve the integrity of our products, it is important that suspected incidents of software piracy, license non-compliance, and other abuses or violations of Eccox intellectual property be brought to Eccox Software S.A. attention.

### Reporting can be done by contacting:

Eccox Software S.A.  
Headquarter Office  
138 Sagitário Avenue, AlphaSquare Mall – City Tower, 2<sup>nd</sup> Floor  
Alphaville, Barueri, SP 06473-073 – BRAZIL  
Email: [info@eccox.com](mailto:info@eccox.com)

## 5. ECCOX CODE OF CONDUCT

### 5.1. Introduction

The Eccox Technology Code of Conduct (the “Code”) provides guidance about business behavior expected of the Eccox community as you work and interface with fellow employees, customers, suppliers, business partners and other stakeholders.

The Code is supported by corporate-level policies, which are available on Eccox Technology Human Resources Office. You may also be subject to additional regional and/or departmental policies. However, this Code and the policies cannot answer every question or address every possible business situation. Therefore, you are expected to use good judgment and seek guidance when you have questions about the appropriate course of action.

### 5.2. Scope and Compliance

The Code is applicable to all officers, directors, and employees of Eccox Software S.A. (consisting of all global Eccox entities; (“Eccox”). The Third-Party Code of Conduct governs the conduct of contingent workers and business partners acting on Eccox Technology behalf.

Failure to comply with the Code, including not reporting actual or suspected violations of which you are aware, may result in disciplinary action, including but not limited to termination of employment.

### 5.3. Policy Statement

Eccox Technology business success depends on our ability to build trusted relationships—with each other, as well as with our customers, suppliers, governments and communities. This means that you have a responsibility to:

- Ask Questions and Report Concerns;
- Conduct Business with Honesty and Integrity;
- Follow the Letter and Spirit of the Law;
- Treat Each Other with Dignity and Respect; and
- Protect Eccox Technology Assets and Reputation.

### 5.4. Ask Questions and Report Concerns

#### 5.4.1. Raise Your Concerns Promptly

The Eccox Human Resources Office is dedicated to giving you the support and advice you need to comply with this Code, corporate-level policies and applicable laws and regulations.

If you have any reason to believe this Code, corporate policies or applicable laws and regulations have been or may be violated, you are expected to immediately report such activity to any of the following resources:

- Local Management;
- Human Resources Office;
- Marketing Office;

- Legal Department;
- Headquarter.

#### 5.4.2. Retaliation is Not Tolerated

Eccox Technology does not tolerate retaliation against any employee who, acting in good faith, reports suspected misconduct, asks questions or raises concerns.

### 5.5. Conduct Business with Honesty and Integrity

#### 5.5.1. Follow Acceptable Contracting Practices to Prevent Side Agreements

Side agreements are strictly prohibited. Eccox Technology policy is to contract with customers and other parties only through formal, written agreements that have been approved by Eccox Technology Legal Department and that have been executed by authorized signatories, as further described in the Contract Approval and Signature Authority Policy and the Procurement Policy.

Side agreements include any commitment, whether verbal or written (including by electronic transmission, e.g., email), that was not part of the original agreement with the counterparty in order to complete a sale or purchase or applicable transaction. Side agreements often substantially change the terms of the original agreement and potentially expose Eccox Technology to a risk of breaching the agreement and impacting the agreement's accounting treatment. Any modifications to an original agreement must be reflected either in: (i) a new written agreement, or (ii) a written amendment to the original agreement, either of which must be properly approved and executed by an authorized signatory.

#### 5.5.2. Avoid Conflicts of Interest

You should avoid any activity that conflicts with, or appears to conflict with, the interests of Eccox Technology. A conflict of interest is a situation in which you or a member of your family has professional or personal interests that could affect your objectivity in making decisions as an Eccox Technology employee. Conflicts of interest may arise when you or a member of your family receives improper personal benefits as a result of your position with Eccox Technology. Loans to, or guarantees of obligations of, an employee or an employee's family member may also create conflicts of interest.

It is usually a conflict of interest for an Eccox Technology employee to work simultaneously for a competitor, customer or supplier. Employees are not allowed to work for a competitor as a consultant or board member. The best practice is to avoid any direct or indirect business connection with Eccox Technology competitors, customers or suppliers, except on behalf of Eccox Technology.

Conflicts of interest may not always be immediately evident. If you have questions or if you become aware of a conflict of interest or a potential conflict of interest, you should contact the Human Resources Office.

**Eccox Further Code of conduct: Uphold Applicable Anti-Corruption Laws; Promote Fair Competition; Protect the Privacy of Personal Information; Treat Each other with Dignity and Respect; Value Diversity and Equal Opportunity; Ensure a Safe Workplace; Maintain a Workplace Free from Substance Abuse.**



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## 6. SEVERABILITY

If any provision of these Terms of Use is found to be unlawful or unenforceable in any respect, You agree that the court may reform such provision so as to render it enforceable (or, if it is not possible to reform such provision so as to make it enforceable, then delete such provision). As so reformed or deleted, the court shall fully enforce the resulting Terms of Use.

**Eccox Technology is an Equal Opportunity Employer.**

**Revised May 2020.**



### ABOUT ECCOX

With over 25 years of experience in the global software market, Eccox delivers results for clients in the financial market, industry, government, data centers, among others. Its portfolio of solutions and services makes it possible to reduce the consumption of MIPS/MSUs and the increased availability of IT resources. In line with global trends, Eccox effectively searches continuous improvement in processes, quality and operating efficiency for its customers.



For further information, visit:  
[www.eccox.com](http://www.eccox.com)