



SSG 5003 TOS - Terms of Service

MT4 TECNOLOGIA LTDA | senhasegura USA LLC

senhasegura

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Objective

The purpose of this document is to establish a set of rules and obligations that govern the relationship between a company or online service and its users. It generally defines aspects such as copyrights, privacy, data use, acceptable conduct, user responsibility, and more. The primary goal of this document is to protect both the company and the users by setting clear expectations and preventing abuse or conflicts. Please read this Terms of Services carefully before clicking the "I Agree" button, downloading, activating or using senhasegura Application.

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of this Agreement, the Terms of Services:

You means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable. You are considered to be not a minor, not under age, if you keep using our application You represent that you are over age. Our services are designed for users above the age of 16 or 18, depending on the applicable legislation.

Service refers to the Application or the Website or both.

Application means the software program, that contains all products, sub-modules, modules, sub-modules, libraries and sub-libraries, components and sub-components included developed or that will be further developed and integrated into the system by the Company available to You on any electronic device, which can be referred to each product or module website, PAM Core, GO Endpoint Manager, Certificate Manager, DevOps Secret Manager, MySafe, Domum Remote Access,

Cloud IAM, Discovery, Executions, Orbit Config Manager, Protected Information, Task Manager and/or A2A - APIs.

Application Store means the digital distribution service operated and developed by Apple Inc. (Apple App Store) or Google Inc. (Google Play Store) in which the Application has been downloaded to your Device.

Account means a unique account created for You to access our Application or our Service.

Authorized Users means employees, agents, consultants, contractors, or vendors authorized by the Customer to use the Application solely for the internal use, subject to the Terms of Services of this Agreement.

Affiliate means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

Company (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) in USA: senhasegura USA LLC, 16192 Coastal Highway, Lewes, Delaware, USA; in Brazil: MT4 TECNOLOGIA LTDA., A limited liability company incorporated under Brazilian law, headquartered in Brazil, at Street Joaquim Antunes, 767, Pinheiros, in the Capital of the State of São Paulo, CEP 05415-001, registered with the CNPJ/MF 04.626.836/0001-57, and with state registration (SP) 108.354.656.114

Company Partner means resellers, distributors, partners, suppliers who provide the highest levels of success providing the security solutions supplied by senhasegura, it also includes our security alliance partners who are committed to collaborating with applied security technology.

Country refers to the place and legislation where the application is being used.

Content refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.

Data Protection Laws means all applicable privacy and data protection laws, their regulations, regulatory guidance and secondary legislations, including: (a) the General Data Protection Regulation (EU 2016/679) (the "GDPR"); (b) the California Consumer Privacy Act ("CCPA") and the California Privacy Rights Act ("CPRA"); (c) General Data Protection Law ("LGPD") N° 13.709 of 2018; (d) any other laws that may be applicable.

Device means any device that can access the Application or the website, such as a computer, a cell phone, or a digital tablet.

Documentation means the documentation from the Company about the Application and available public and online at <https://docs.senhasegura.io/>

Error means a reproducible defect or fault of the Application to perform in substantial conformity with its Documentation.

Terms of Services (also referred as "Terms", "TOS", "Terms of Service",) mean these Terms of Services that form the entire agreement between You and the Company regarding the use of the Service.

Third-party Social Media Service means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.

Third-Party Services means any services or content (including data, information, applications, hosting and other products and services) provided by a third party that may be displayed, included, or made available by the Application.

User is the Person authorized to access the company and enjoy its features, through login and password.

Feedback means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.

Website refers to senhasegura, accessible from <https://senhasegura.com/>

Acknowledgment

These Terms of Services govern Your use of any owned and operated by the Company or one of the Services, is a contract that operates between You and the Company, set out the rights and obligations of all regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms of Services. These Terms of Services apply to all visitors, users and others who access or use the Service or any material related to it. By accessing or using the Service You agree to be bound by these Terms of Services. If You disagree with any part of these Terms of Services then You shall not access the provided Services.

Liability of Use

You understand that the products and services offered by the Company are mission-critical that store confidential and critical information for the business and for You.

You are aware that the misuse of the tool's components and related features by You can result in permanent damage and unavailability of the solution, as well as the permanent loss of critical information. Any security vulnerabilities eventually identified by You must be reported solely and exclusively to the Company.

User Accounts

When You create an account with Us, You must provide Us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms of this Agreement, which may result in immediate termination of Your account on Our Service.

You are responsible for safeguarding the password that You use to access the Service and for any activities or actions under Your password, whether Your password is with Our Service or a Third-Party Social Media Service.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

Content

The Company grants to You, during the Subscription period, a non-exclusive, non-transferable right to access and use (and permit Authorized Users to access and use) the Services and applicable Documentation solely for Customers and Company Partner.

Your Right to Post Content

Our Service allows You to post Content. **You are responsible for the Content that You post to the Service, including its legality, reliability, and appropriateness.**

By posting Content to the Service, You grant Us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. You retain any and all of Your rights to any Content You submit, post or display on or through the Service and You are responsible for protecting those rights. You agree that this license includes the right for Us to make Your Content available to other users of the Service, who may also use Your Content subject to these Terms.

You represent and warrant that: (i) the Content is Yours (You own it) or You have the right to use it and grant Us the rights and license as provided in these Terms, and (ii) the posting of Your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

Content Restrictions

The Company is not responsible for the content of the Service's users. You expressly understand and agree that You are solely responsible for the Content and for all activity that occurs under your account, whether done so by You or any third person using Your account.

Customer shall not (directly or indirectly): (a) copy or reproduce the Application or the Documentation except as permitted under this Agreement; (b) remove or destroy any copyright, trademark attendant in the Service, Documentation, "MT4 TECNOLOGIA LTDA" or "senhasegura USA LLC" Intellectual Property; (c) sell, resell, sublicense, rent, distribute or attempt to recreate the Service or use for any competitive or benchmark purposes; (d) attempt to gain unauthorized access or perform unauthorized penetration testing on; (e) transmit any Content that is unlawful, offensive, upsetting, intended to disgust, threatening,

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libelous, defamatory, obscene or otherwise objectionable. Examples of such objectionable Content include, but are not limited to, the following:

Unlawful or promoting unlawful activity.

Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups.

Spam, machine – or randomly – generated, constituting unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.

Containing or installing any viruses, worms, malware, trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of a third person.

Infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights.

Impersonating any person or entity including the Company and its employees or representatives.

Violating the privacy of any third person.

False information and features.

The Company reserves the right, but not the obligation, to, in its sole discretion, determine whether or not any Content is appropriate and complies with this Terms, refuse or remove the Content. The Company further reserves the right to make formatting and edits and change the manner of any Content. The Company can also limit or revoke the use of the Service if You post such objectionable Content. As the Company cannot control all content posted by users and/or third parties on the Service, you agree to use the Service at your own risk. You understand that by using the Service You may be exposed to content that You may find offensive, indecent, incorrect or objectionable, and You agree that under no circumstances will the Company be liable in any way for any content, including any errors or omissions in any content, or any loss or damage of any kind incurred as a result of your use of any content.

Copyright Policy

Intellectual Property

The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company and its licensors.

The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

You undertakes to keep the Application unchanged, being prohibited from modifying, expanding, or reducing its characteristics, generating updates or technological derivations, develop an application or procedure that allows access to the source codes without the previous and written consent of the Company, being agreed that any alteration can only be performed by a person authorized by the Company. Failure to comply with this clause will constitute copyright infringement, that may lead to an assessment of losses and damages with the consequent payment of the calculated indemnity in favor of the Company.

The Company expressly declares that it holds all intellectual property rights with respect to the Service which constitutes the Application, and ensures that such licenses do not violate any intellectual property rights including patent, copyright, industrial secrecy, or any other rights of third parties or any national or foreign legal provisions, is not, in any way, prevented from licensing its use, and is solely responsible for any questions relative to the ownership of the Application copyright.

Intellectual Property Infringement

We respect the intellectual property rights of others. It is Our policy to respond to any claim that Content posted on the Service infringes a copyright or other intellectual property infringement of any person.

If You are a copyright owner, or authorized on behalf of one, and You believe that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Service, You must submit Your notice in writing to the attention of our copyright agent via email at copyright@senhasegura.com or in our Website dataprivacy.senhasegura.com and include in Your notice a detailed description of the alleged infringement.

You may be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any Content is infringing Your copyright.

DMCA Notice and DMCA Procedure for Copyright Infringement Claims

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest.

A description of the copyrighted work that You claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work. Identification of the URL or other specific location on the Service where the material that You claim is infringing is located.

Your address, telephone number, and email address.

A statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law

A statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our copyright agent via email at copyright@senhasegura.com or in our Website dataprivacy.senhasegura.com and include in Your notice a detailed description of the alleged infringement. Upon receipt of a notification, the Company will take action, in its sole discretion, it deems appropriate, including removal of the challenged content from the Service.

Your Suggestions

Any feedback, comments, ideas, improvements, or suggestions provided by You to the Company concerning the Application shall remain the sole and exclusive property of the Company.

You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.

Links to Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the Terms of Services and Privacy Policies of any third-party web sites or services that You visit.

Privacy Policy

Our Privacy Policy is available on our website, detailing the data we collect, store, and share. We do not sell any information. By accepting this Agreement, You acknowledge that You hereby agree and consent to the terms and conditions of Our Privacy Policy.

Termination

The unauthorized use of the Application constitutes a breach of the provisions of this Agreement and, when it is caused by You, the User, it may lead to an immediate termination of the License of the Software. This Agreement will terminate immediately, without prior notice from the Company, if You fail to comply with any provision of this Agreement.

Upon termination, Your right to use the Service will cease immediately. If You wish to terminate Your Account, You may simply discontinue using the Service.

Termination of this Agreement will not limit any of the Company's rights or remedies at law or in equity in case of breach by You (during the term of this Agreement) of any of your obligations under the present Agreement.

Warranties

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Company Partner and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and

non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service or 10,000.00 USD if You haven't purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

Severability and Waiver

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

Controlling Law, Venue, and Settlement of Disputes

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

The Terms of Services have been translated. You agree that the original English text shall prevail in the case of a dispute.

This Terms, and the rights and duties of the parties arising from this TOS, shall be governed by, construed, and enforced in accordance with the laws of Brazil, the Forum of the District of Sao Paulo, of the State of Sao Paulo, Brazil, is hereby elected to settle any questions relating to this TOS, with the resignation of any other, for whatever privilege it may have, the Parties agree to service of process in accordance with the rules of such court.

Changes to this Terms of Services

We may update Our Agreement from time to time. We will notify You of any changes by posting the new Terms of Services

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We will let You know via email and/or a prominent notice on Our Service, prior to the change becoming effective and update the "Updated" date at the top of this Contract.

You are advised to review the Terms available on our website periodically for any changes. Changes to this Agreement are effective when they are posted. By continuing to access or use the Application after any revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, You are no longer authorized to use the Application.

Contact Us

If you have any questions about this Agreement, You can contact Us:

By our website: <https://senhasegura.com/contact/>

By email:

sales@senhasegura.com

support@senhasegura.com

compliance@senhasegura.com

By phone number:

LATAM: +55 11 3069-3910

Sales LATAM: +55 11 3069-3925

Support in English: +55 11 3069-3932

Sales USA: (469) 620 7643