



General Terms and Conditions of Use

These "General Terms and Conditions of Use" constitute a "Term of Adequacy and Consent", which governs the provision of Services maintained to the User, initiated by his / her registration. The Services, assisted by Dynamox Technical Support team, allow the registered User to manage its functionalities through the "Mobile Applications" and "Web Platforms", here called "APPLICATIONS", for the exclusive access of the User, granted after the Solution acquisition and issuance of a specific and non-transferable login and password, with access privileges delegable, identified, controlled and transferable to lower hierarchical levels, exclusively by its "Administrator".

Other services may be contracted and will be managed under specific contractual conditions.

The manufacturer is hereinafter referred to as "DYNAMOX" and the customer or user will henceforth be identified as "USER" and Dynamox Mobile Applications and Web Platforms as "APPLICATIONS".

The "Privacy Policy", which clarifies to the USER the responsibilities with his / her registration data, and the data of the legal entity represented by him /her, is part of the understanding of these General Terms and Conditions of Use as well as the treatment of data obtained by the acquired Dynamox Solutions, which refer to measurements of vibrations and temperature of industrial machinery among other data.

Important: Any USER in possession of a login and password obtained by registration, and who will use the APPLICATIONS needed to operate the acquired Solutions, shall be identified and formally accept these "General Terms and Conditions of Use". The APPLICATIONS shall only be used for the acquired Dynamox Solution functionality, only after USER registration, acceptance and consent of these General Terms and Conditions of Use, in accordance with the prevailing law.

The USER is not authorized to use the DYNAMOX's technological Solutions unconsciously or different from what it proposes to do, and DYNAMOX is not liable for any consequences of improper, incorrect, inappropriate, not intended, not allowed use or contraindicated use in non-supported environments or use outside the scope of product Certifications and software functionality, that complement the technological Solution acquired: the Mobile Applications and Web Platforms (the "APPLICATIONS").

Neither shall DYNAMOX be liable for any damages that may be caused to third parties, or even temporary or permanent failure of the Solution, destruction, or any malfunctions caused by unqualified use of the product, its specific instructions for use and its Certifications, widely disseminated and freely available at dynamox.net.

ACCEPTANCE OF THESE “GENERAL TERMS AND CONDITIONS OF USE” IS A REQUIREMENT TO THE USE OF THE DYNAMOX COMPLETE SOLUTIONS AND ACCESS TO ITS APPLICATIONS, AN INTEGRAL PART OF THE SOLUTION ACQUIRED AND ITS WARRANTIES.

1. Registration Process

1.1. In order to access the APPLICATIONS, DYNAMOX may request the USER to sign up for services free of charge and / or register before choosing a paid service package. When the USER signs up, he / she agrees to provide true, correct, updated and complete information (“Registration Data”) as requested in the format provided, or eventually by direct contact.

1.2. DYNAMOX may rely on the USER Master Data to establish his / her business situation, to provide information about the Services (in accordance with its Privacy Policy), or alternatively to identify and / or make contact. If the USER Master Data is not true and correct, or is outdated and incomplete, DYNAMOX may notify by email that USER to terminate the Service immediately or suspend the account and all current or future uses of the Services (or any part of them).

1.2.1. The confidentiality of information and data security are subject to the "Privacy Policy" that the USER can access through the link <https://dynamox.net/en/sustainability/>.

1.3. The USER will receive a password and account designation upon completion of the Registration process. The USER is responsible for maintaining the confidentiality of the password and account and is fully responsible for all activities that occur with the use of his / her password and account.

1.4. In addition, the USER agrees to: promptly notify DYNAMOX of any unauthorized use of his / her password and account or any other breach of security; and ensure that exits the account at the end of each session. DYNAMOX shall not be liable for any loss or damage arising from the failure of the USER to comply with the provisions of this section.

2. Infrastructure and Access

2.1. The USER is solely responsible for the availability of a suitable mobile to access the APPLICATIONS, part of the acquired Solution, as well as to provide the required internet access and data network, and pay for his /her telephone operator calls, means whose use and maintenance are solely the responsibility of the USER. Therefore, DYNAMOX will not be responsible for the means necessary to the USER to access and use the APPLICATIONS.

3. Dynamox Technical Support Services

3.1. Should the USER need any assistance in using the APPLICATIONS, please contact the DYNAMOX Technical Support Service for the necessary clarifications. Support assistance can be free or charged. When charged, the condition will be presented prior to the service execution, both for remote and face to face services.

3.2. The Technical Support Services makes ample technical guidance material available through the page <http://support.dynamox.net/>. They are also contactable via chat, on the aforementioned page, by email, telephone, WhatsApp business and scheduled video conferencing. However, no warranty can be given to the USER as to any particular solution or result by the Technical Support services.

3.3. If the USER deems it necessary for a technical field visit, a request shall be made in writing with requirements to the DYNAMOX Technical Support team who will evaluate and return to the applicant. To that effect, field visit costs will be set and once approved, services rendered and invoice issued accordingly.

4. Compensation for Continued Use of the APPLICATIONS

4.1. DYNAMOX offers the USER, free of charge, a Basic plan for accessing and using APPLICATION data, which may have limitations on characteristics, period of use or number of sensors online. For full access without restrictions, as well as access to advanced features, such as Integrated Inspection, Automated Defect Detection, Automated Failure Prognostics, or other functionalities that are part of the offer for the use and treatment of APPLICATION data, pricing will be set accordingly.

5. Warranty Limitations

5.1. As the Mobile Applications and the Web Platform are an operational part of the acquired solutions, DYNAMOX undertakes to make corrections and changes necessary for its perfect functioning, even if changed the way of use, and is committed to the fulfillment of legal, regulatory and compliance requirements arising from its activity, in order to preserve or extend the benefits and functionality of the products purchased by the USER.

5.2. Therefore, DYNAMOX may change, suspend, replace, terminate or discontinue any aspect of the APPLICATIONS at any time, including the availability of any part of the Services, information, characteristics or access, so that those aspects do not interrupt the operation of its products and solutions.

5.3. While DYNAMOX has made every effort to ensure that the APPLICATIONS's content is reliable, no warranty (explicit or implied) can be given as to its accuracy, completeness or impartiality, and therefore, the USER must, if necessary, obtain independent verification of any of the information contained therein as evidence of optional and private validation.

5.4. In accordance with these "General Terms and Conditions of Use", the USER expressly agrees that the APPLICATIONS are provided as they are at the time of his / her acceptance without any kind of guarantee, whether explicit or implied. DYNAMOX cannot guarantee that the APPLICATIONS are always available, or free from errors, or illegal access and consequential non-compliance, although the company makes every effort in its information security. DYNAMOX is not even responsible for repairing possible types of errors, bugs or defects of unknown and unforeseen solutions. It is not responsible for possible interruptions in activities arising from the instability of the servers that host it (Google Cloud Platform, contracted public cloud) or network providers, and of damages or losses that the unavailability of any nature may entail to the USER, its own, third party, or public interests. It shall be noted that not even Distributors and Partners, and any service providers cannot guarantee the efficiency and operation of the APPLICATIONS.

6. Responsibilities

6.1. The USER hereby declares that DYNAMOX and its legal representatives are exempt from any liability for the contraindicated use of the Solutions acquired, delay or non-performance of the APPLICATIONS, and any claims of third parties that may occur and that arise from bad use of the APPLICATIONS and any Service offered by these tools, including any expenses for

loss, physical damage, implied moral, public or private lawsuits, procedural costs or fines. DYNAMOX and its legal representatives are also exempt from legal fees and charges for any action arising from the issues mentioned in this paragraph, assuming, the USER, full responsibility for his/her acts.

6.2. Therefore, the USER undertakes to use the technologies referred to in this document, in full accordance with the laws in force in the country, and the regulations and standards applicable under the terms of these General Terms and Conditions of Use.

7. Intellectual Property Rights

7.1. The APPLICATIONS and Services, its structure and all the features contained therein, all information, data, texts, images and graphics, codes and all components used on the APPLICATIONS are protected by copyrights and other intellectual property rights. The information contained on the APPLICATIONS and its Content must not be otherwise modified, reproduced (in whole or in part), distributed, transmitted to any other person or entity, incorporated in any document or other material or linked to (by electronic means or otherwise) without the express written consent from DYNAMOX, except as expressly authorized under these General Terms and Conditions of Use. License to use the APPLICATIONS is granted in a non-exclusive, non-transferable, non-sub licensable manner. Dynamox reserves all and any right over its trademarks, copyrights, and other intellectual property rights, available on the APPLICATIONS and its use is prohibited without our express authorization, under penalty of setting up civil and criminal offenses.

8. Final dispositions

8.1. The content of these “General Terms and Conditions of Use” is effective for an indefinite period. If the conditions expressed here need to be changed, a new version will be made available, and it will come into force 10 (ten) days after publication. After this period, it will be considered understood and accepted. If the User disagrees with the terms of the new publication, he/she can always cancel the registration and stop using the services.

9. Declaration of Legal Ability

9.1. The USER declares under its full responsibility, for legal purposes, to have legal capacity to express its agreement to these General Terms and Conditions of Use. The USER also declares that has read, understood, and agrees to the full terms of this document.

9.2. It further declares that, should any provision of this document be deemed to be invalid, unlawful or unenforceable in whole or in part, the validity and legality of the remaining provisions shall remain in full force and effect for all legal purposes.

9.3. The USER acknowledges and agrees that DYNAMOX may at its sole discretion, at any time, assign or transfer, in whole or in part, the rights and obligations contracted herein.

10. Applicable Law

10.1. The present document “General Terms and Conditions of Use” is governed by the laws of the Federal Republic of Brazil and the parties elect the Forum of the District of the Capital of the State of Santa Catarina, to the detriment of any other, however privileged it may be, to settle any disagreements arising from it.