

Terms of use

Last update: July 14, 2023.

What do you need to know before reading the general terms and conditions of use of Intelbras software?

We use the word SOFTWARE as a generic term to define all software solutions and related tools, whether paid or free from INTELBRAS, which can be a cloud service, a corporate platform, a downloadable application, a software license (embedded in the hardware or available for download), a hardware firmware, a website, a landing page, a module or library software (SDK and APIs, for example).

GENERAL TERMS AND CONDITIONS: LICENSE TO USE INTELBRAS SOFTWARE.

IN ORDER TO USE THE INTELBRAS PORTAL, YOU MUST ACCEPT THE TERMS DESCRIBED BELOW.

These terms of use of INTELBRAS software (TERMS) are a legal agreement between the USER and INTELBRAS S/A that defines the conduct of relationship that must be followed by the USER to use the SOFTWARE to which these TERMS refer.

The USER declares that he has read the rules in this document completely and carefully, being fully aware of and agreeing expressly with the terms set forth herein. Furthermore, the USER declares that he is aware that, when using the SOFTWARE, he will be subject to the terms by agreeing to its provisions. The USER must also read and be aware of the data protection policy INTELBRAS personal.

If the USER does not agree with these terms, the use of the SOFTWARE must be stopped immediately.

When using the SOFTWARE, the USER also declares that he has the legal conditions to perform acts of civil life without the dependence from third parties.

1. ACCEPT

1.1. By making use of the INTELBRAS SOFTWARE, the USER expresses his agreement to submit to all the conditions of these terms, as well as full awareness of all the responsibilities linked thereto.

1.2. When accessing the SOFTWARE for the first time, the USER must change the default password or register a password for the first time, within the recommended security standards. The USER will be exclusively responsible for the use and storage of his password.

2. REGISTRATION

2.1. When using the SOFTWARE, a user registration may be requested, and the USER is responsible for providing the requested information, as well as ensuring that the data provided are faithful and true (assuming civil and criminal for the information provided), committing to keep them always updated and declaring to be aware that such data can be checked at any time.

2.2. INTELBRAS will not be responsible for the information provided by the USER, but reserves the right to verify, at any time, the veracity of such information and request, at its sole discretion, the documentation it deems necessary for the proper proof of the information provided.

2.3. If illegal use of the SOFTWARE is detected, access to it will be automatically blocked, and the USER will not, therefore, reason, any right to compensation or compensation.

2.4. The holder and administrator of the account will be the one defined at the time of user registration.

2.5. The account is personal and non-transferable and can only be accessed using the USER and password created by the USER.

2.6. The USER is entirely responsible for all activities associated with his/her account.

3. INTELLECTUAL PROPERTY

3.1. INTELBRAS holds all the intellectual property rights of its SOFTWARE, except those developed and marketed by third parties, therefore, by accepting the terms set forth in this document, the USER declares to be aware that he does not acquire the right to use the trademarks or any other item of intellectual property of INTELBRAS or third parties, or even any right over the SOFTWARE or item related thereto or any component thereof, other than the rights expressly related to the USER in these terms or in any other agreement mutually agreed in writing between INTELBRAS and the USER.

3.2. The USER undertakes to promptly notify INTELBRAS, in writing, of any suspicion of unauthorized use or infringement to the intellectual property rights of INTELBRAS that it becomes aware of.

3.3. If requested by INTELBRAS, the USER shall assist INTELBRAS in any investigations, negotiations or legal proceedings due to any allegation of misuse or violation of INTELBRAS' intellectual property rights.

3.4. The USER, by accepting this contract, AUTHORIZES INTELBRAS to make use of the intellectual property rights it owns, such as a brand, logo, image, voice, business name or website owned by the USER, free of charge, at title universally, irrevocably, throughout the national territory and abroad, with the purpose of positive dissemination to the general public, including participation in recordings and photographs in training, lectures, with an informative, educational, advertising and/or commercial nature, associated with INTELBRAS, its courses, training, solutions and companies of the Group.

3.5. INTELBRAS reserves for itself all rights that were not expressly granted by these TERMS.

4. PRIVACY PROTECTION

4.1. INTELBRAS fully respects all the principles of protection of the USER's personal data; protect your information personal data is a basic principle of INTELBRAS.

4.2. INTELBRAS has its Privacy Policy, through which it discloses important information about the collection, use, sharing, storage and deletion of personal information and other aspects related to your vital interests.

4.3. The USER is aware and agrees that, at any time, their information will be processed in accordance with the INTELBRAS Privacy Policy.

5. USER COMMITMENTS

5.1. It is prohibited to copy or otherwise reproduce the information, manuals, technical literature and other documents provided by INTELBRAS, except for the fulfillment of

obligations established under this instrument, upon prior authorization and in accordance with applicable copyright and intellectual property laws.

5.2. The obligations established in this clause apply to the USER during the term of this instrument, as well as after its termination.

5.3. By using the SOFTWARE, the USER agrees to the following guidelines:

a. Not to post, transmit, post, share, repost data, text, software, graphics, sounds, photographs, videos, messages or other content that is unlawful, offensive, inaccurate, defamatory, obscene, fraudulent, discriminatory, threatening or abusive.

b. It is prohibited to sell, rent, assign, distribute, copy, change, transform, reproduce in whole or in part the content, platform, rights, technologies, except if there is a specific agreement between INTELBRAS partners.

c. Non-interference with the use of the SOFTWARE by other USERS.

d. Not to post or upload any virus, worm, file corruption or other software capable of disrupting, disable or impair the functioning of the SOFTWARE.

e. Not to commit any act that compromises or is intended to undermine the security of the network (including, without limitation, phishing, hackers, Internet fraud, containing or allegedly spreading on websites or related spaces: viruses, trojans and malicious codes, and allegedly attacking other websites or servers by virtual servers, such as scanning, sniffing, ARP deception and DOS or other techniques that are intended to affect the functionality of the product).

f. Strictly comply with these terms and any applicable laws or regulations.

g. Not to illicitly use data from third parties to defraud the contracting of the SOFTWARE

h. Not to send or transmit content that the USER does not have the right to publish or transmit under any law or under relations contractual or fiduciary information (such as privileged information, confidential information, etc.).

i. Not to use the SOFTWARE to request, obtain or store personal data or passwords of other USERS.

j. Do not circumvent any territorial restrictions applied by INTELBRAS in accessing the service.

k. The use and registration of the INTELBRAS brand and the SOFTWARE brands are exclusively reserved to INTELBRAS. The USER does not may register or use the company name, corporate name, trade name, domain name or other name, designation or description the name INTELBRAS or any other name similar to it or any name of SOFTWARE INTELBRAS.

l. For the use of the SOFTWARE, the USER undertakes to respect the provisions of Brazilian legislation on the subject. O Use outside Brazilian territory must comply with local legislation.

m. Allow INTELBRAS to access at any time the equipment configured in the SOFTWARE in case of any need to be previously aligned with the USER.

n. Comunicar a INTELBRAS cualquier intervención o violación por parte de terceros partes de las que tenga conocimiento.

o. Be solely and exclusively responsible for the visualization and content saved by him and/or its disclosure, and must use them for lawful purposes, and INTELBRAS has no obligation in relation to the USER's content.

5.4. The USER also declares to be aware that, without the consent of INTELBRAS, any information and feedback provided by USER may not be directly or indirectly disclosed or transmitted in any media or rewritten or republished with the purpose of transmitting or releasing or being used for any other purpose.

6. CHANGES TO THIS AGREEMENT

6.1. INTELBRAS reserves the right, at any time, to modify these terms, whether including, removing or changing any of your conditions. The changes will always occur to reflect the changes suffered by the SOFTWARE, such as adding or deleting functionalities, whether for legal, regulatory or security reasons.

6.2. When changes occur in these terms or even in any specific additional term, the USER will be asked to accept a new one in case of a relevant change, in which case the USER will be notified and will have the opportunity to analyze the changes, except in urgent situations, such as to avoid copyright abuse. or respond to legal requirements. If the USER does not agree with the new Terms, he g , p q g , must immediately cease using the SOFTWARE and may, if he so wishes, express opposition to any of the modified Terms, provided he does so in writing, through the website www.intelbras.com. By continuing to use the SOFTWARE, the USER will have accepted the updated terms and agreed to comply with them.

6.3. INTELBRAS may, from time to time, modify or discontinue (temporarily or permanently) the distribution or updating of this SOFTWARE. Except to the extent required by applicable law, we are under no obligation to provide support, redownload, or replacement. INTELBRAS may release features or SOFTWAREs in a preview or beta version, which may not function correctly or in the same way that the final version may function.

6.4. By adhering to the Terms, the USER agrees to receive communications from INTELBRAS electronically (terms and conditions, agreements, notifications, disclosures and other communications from INTELBRAS), either by email or internal communication in the SOFTWARE itself and that, in this way established, comply with legal requirements.

6.5. The USER undertakes to keep the SOFTWARE updated in accordance with the versions made available by INTELBRAS.

6.6. It is understood and agreed between the parties that the SOFTWARE may be initially offered free of charge and, subsequently, become paid, which will be duly communicated to the USER with prior notice.

7. DISCLAIMER OF WARRANTIES

7.1. The USER expressly exempts INTELBRAS from any liability for damages associated with the use of this SOFTWARE or for any inaccuracy or graphic or typographical error in information (I) present on INTELBRAS websites; (II) affects factors extrinsic to the SOFTWARE; (III) present in the software, services and functionalities contained in the SOFTWARE, either due to technical problems, unavailability of connection to servers, operating systems, access software, any bug, virus, trojan horse or similar that may be transmitted to/or through the software by the USER

and/or any third party, power outages or connection problems, by acceptance of the Terms, regardless of whether the USER is or is advised of the possibility of such damages.

7.2. Except as set forth herein, there are no other warranties, conditions, or promises attached to the SOFTWARE. In this sense:

I. INTELBRAS does not guarantee, declare or guarantee that the use of this SOFTWARE will be uninterrupted or free of errors, and the USER agrees that INTELBRAS may remove for indefinite periods or cancel this SOFTWARE at any time.

II. INTELBRAS does not guarantee, represent or guarantee that this SOFTWARE will be free from loss, interruption, attack, virus, interference, piracy or other threat to security and disclaims any responsibility in relation to these matters. The USER is responsible for backing up files stored on your device, network security, password protection, and more information security settings.

III. Under no circumstances will INTELBRAS, as well as its directors, executives, employees, affiliates, agents, contractors will be responsible for loss or damage caused by improper use of the SOFTWARE and non-compliance with these terms.

IV. INTELBRAS may carry out automatic updates to the SOFTWARE without generating any right to indemnify the USER.

7.3. This SOFTWARE will be under continuous development and may contain errors, therefore, use is provided "as is" and at the USER's risk.

7.4. To the maximum extent permitted by applicable law, INTELBRAS and its suppliers disclaim any warranties and conditions, including warranties of merchantability, fitness for a particular purpose, title and non-infringement with respect to the SOFTWARE and any of its components or even the provision or otherwise of support services.

7.5. The USER agrees to defend, indemnify and hold harmless INTELBRAS, its legal representatives, its subsidiaries and business partners from any and all lawsuits, damages, obligations, losses, expenses, costs and attorney fees arising from the use and access to the SOFTWARE, when violation of these terms or any third party right, without limitation to copyright, intellectual property or privacy.

8. LIMITATION OF LIABILITY

8.1. IN NO EVENT SHALL INTELBRAS BE LIABLE FOR PERSONAL INJURY OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, CORRUPTION OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE DATA, LEAKAGE OF INFORMATION BY THIRD PARTIES, NON-CONTINUITY OF BUSINESS OR ANY OTHER DAMAGE OR COMMERCIAL LOSS ARISING FROM OR RELATED TO THE USE OF THE SOFTWARE OR YOUR INABILITY TO USE THE SOFTWARE OR EQUIPMENT CONNECTED TO IT. INTELBRAS DISCLAIMS RESPONSIBILITY IF THIRD PARTIES DECIDE TO USE THIS SOFTWARE TO PROVIDE SERVICES TO END CUSTOMERS.

8.2. LIKEWISE, THE FOLLOWING SITUATIONS ARE EXCLUDED FROM THE RESPONSIBILITY OF INTELBRAS: FAILURES, BLOCKAGES, SUSPENSIONS OR INTERRUPTIONS CAUSED BY: (L) THE USER'S INFRASTRUCTURE, INCLUDING THE TELECOMMUNICATIONS OR INTERNET SERVICES HE/SHE CON RADS AND OTHER PROGRAMS OR EQUIPMENT OF USER; (II) INCOMPATIBILITY BETWEEN THE SOFTWARE AND ANY PROGRAMS OR EQUIPMENT USED BY THE USER; (III)

COMPLIANCE WITH THE DETERMINATION OF THE COMPETENT AUTHORITIES, OR FOR NON-COMPLIANCE WITH THE CLAUSES OF THIS TERM.

8.3. INTELBRAS' SOFTWARE MAY EVENTUALLY, ACCORDING TO ITS SPECIFICATIONS, ENABLE INTEGRATION WITH OTHER THIRD-PARTY SOFTWARE, HOWEVER, IT IS UP TO THE USER TO EVALUATE THEIR RESPECTIVE TERMS OF USE, PRIVACY POLICIES AND FUNCTIONALITIES, CONSIDERING THAT INTELBRAS DOES NOT ASSUMES ANY RESPONSIBILITY RELATED TO THIRD-PARTY SOFTWARE OR ANY IMPACTS OF SUCH SOFTWARE ON INTELBRAS SOFTWARE.

8.4. IN CASES WHERE INTELBRAS IS CONSIDERED LIABLE, ANY INDEMNITIES WILL BE LIMITED, IN THEIR TOTALITY, TO THE AMOUNTS RECEIVED BY INTELBRAS IN RELATION TO THE INDEMNIFIABLE OBJECT OF DISAGREEMENT.

9. TERMINATION

9.1. This contract may be terminated in the interest of the parties at any time or for breach of any clause.

10. JURISDICCIÓN

10.1. Estos términos se registrarán e interpretarán de conformidad con las leyes de Brasil. Las partes se someten a la jurisdicción exclusiva de los tribunales de Brasil. Para resolver cualquier duda sobre este instrumento, así como cualquier evento relacionado con el uso de nuestros servicios, se elige la jurisdicción del distrito de São José, estado de Santa Catarina, Brasil por más privilegiada que sea otra jurisdicción. Si el USUARIO aún tiene dudas sobre cómo usar nuestro SOFTWARE, sobre nuestros Términos o sobre nuestra Política de Privacidad privacidad, debe comunicarse con INTELBRAS.

10.2. Antes de emprender cualquier acción legal, buscaremos resolver cualquier desacuerdo a través de una negociación amistosa entre las partes. Si tiene alguna pregunta, comuníquese con: grupo.juridico@intelbras.com.br.