

## **INSTRUMENT OF ACCESSION, TERMS AND GENERAL CONDITIONS OF USE OF THE APPLICATION "50em5".**

By the present instrument of accession, I acknowledge that, being over 18 years old, expressing the electronic acceptance of this instrument, I am as a user, adhering and accepting all of the terms and general conditions of use and all the other politics and principals governing the application "50em5", of tips and information that aim a better health and aesthetics, in other words, the welfare, using the mobile phone and internet technology that the company DIEGO ROCHA EMPREENDEDORISMO EIRELI, registered under the **CNPJ n° 20.402.093/0001-98**, based in Recife, State of Pernambuco/Brazil, at 1338 Boa Viagem Av. apartment 701, Edf. Maria de Lourdes, Boa Viagem - Zip code: 51.011-000, owner of the rights under the brand "**50em5**" provides to the Users in general, according to the following:

**THE ACCEPTANCE OF THESE TERMS AND GENERAL CONDITIONS OF USE IS INDISPENSABLE TO THE USE OF THE APPLICATION AND ITS SERVICES.**

**NO USE OF THE APPLICATION WILL BE CANCELLED BY CLAIM OF UNKNOWING THE TERMS AND CONDITIONS OF USE OR THE PRIVACY POLITICS. IN CASE OF DOUBT, PREVIOUS EXPLANATIONS PRIOR TO USE CLARIFICATIONS CAN BE OBTAINED THROUGH THE "50em5" CALL CENTER.**

**THE USER MUST READ, MAKE SURE THAT UNDERSTOOD AND ACCEPT ALL THE CONDITIONS SET OUT ON THE TERMS OF USE, AND ALSO ON THE OTHER DOCUMENTS INCORPORATED ON THEM BY REFERENCE, BEFORE THE REGISTRATION.**

### **TERMS AND GENERAL CONDITIONS OF USE**

#### **I - THE OBJECTIVE**

- **1.1.** The objective of the present instrument consists on establishing the politic and rules for Users' access to the APPLICATION, of contracting and obtainment of tips and information that aim a health and aesthetic improvement, in other words, the welfare, electronically intermediated by **BUILD TECNOLOGIA LTDA**, using the mobile phone and internet technology, in other words, through software application for mobile phone (app).
- **1.2.** For the purpose of Terms, "**USER**" is understood as any holder of a *Smartphone* or *tablet* with active data service packet the fills up the registration of the APPLICATION and hires the services available through it.

- **1.3.** THE APPLICATION has as aim the dissemination, information and selling of tips about the search for welfare.
- **1.4.** THE APPLICATION can be accessed by physical person, native or foreigners, of age equal or superior to 18 (eighteen) years old.
- **1.5.** In this act, under the penalty of the law, declares not to fit in any impeditive hypothesis, legal or contractual, to register on the APPLICATION.
- **1.6.** THE DIEGO ROCHA EMPREENDEDORISMO EIRELI can include the access on the APPLICATION, being it direct through links or feeds exposed, to products, services, contents, news, information and data operated and provided by independent third parties non-related to DIEGO ROCHA EMPREENDEDORISMO EIRELI, over which he has no interference.
- **1.7** THE DIEGO ROCHA EMPREENDEDORISMO EIRELI does not endorse such products, services, content, news, information and data operated by third parties and is not responsible for any transaction related to them, or by any consequence that may come from the use of such products, services, contents, news, information and data by the User.

## II - REGISTRATION

- **2.1.** To use the services provided by DIEGO ROCHA EMPREENDEDORISMO EIRELI (henceforth simply "services"), the user must provide his/her personal data for registration, being essential, for such, filling up all the fields, completely clearly and precisely. **Otherwise he/she will not be able to complete the registration on the APPLICATION to use the services available.**
- **2.2.** When registering on the APPLICATION, the User is committed to provide only reliable information, updated and complete, stating that is completely aware that the misuse of a third party information or providing false information can be characterized as act of crime, subjecting the violator to the penalties prescribed by law.
- **2.3.** As a measure to avoid that irregular registrations are done, the IP of the applicant User will be temporary blocked when it exceeds the number of tries with no valid conclusion of the registration on short period of time. If the IP of the User is blocked temporarily more than one time, it will be blocked

permanently.

- **2.4.** If any inconsistency on the data informed by the user and/or any pendency, the Registration of the applicant User will not be considered by the APPLICATION, with chances, by preference of the Service Center of DIEGO ROCHA EMPREENDEDORISMO EIRELI contact through e-mail and other existent ways of communication or any future available ways, to search for pertinent clarifications or, if chosen, take the facts to acknowledge of the competent authorities to take the appropriate action to species.
- **2.5. The user will be the only responsible for the operations done in his account,** because its only accessible through personal and non-transferable login and password, at Play Store (Google), AppStore (Apple) or PagSeguro (UOL).
- **2.6.** After the validation of registration, the User will be allowed to use the APPLICATION.
- **2.7. IT IS EMPHASIZED THAT THE REGISTERED USER, AUTHORIZES, SINCE HENCEFORTH AND EXPRESSLY THE VERIFICATION OF HIS/HER DATA TOGETHER WITH THE ORGAINS: (I) CREDIT PROTECTION (VERIFICATION OF FINANTIAL IDONEITY AND THE PROTECTION OF CREDIT); (II) THE TRACKING OF THE IP ADDRESS AND/OR OTHER WAYS OF DIGITAL CONTROL, WITH A ONLY AND SPECIFIC END OF PROVIDING MORE SAFETY AND RELIABILITY.**
- **2.8.** For the User's safety, the data will be transmitted encrypted (SSL Security Certificate - Secure Socket Layer). All information or personal data informed by the User will be stored in servers with high security magnet ways. THE DIEGO ROCHA EMPREENDEDORISMO EIRELI will take all the possible measures to keep the confidentiality and safety written on this clause, but **will not answer for prejudices that may be derived by the violation of these measures by third parties that use the public networks or the internet, subverting the systems of security to access the User's information.**
- **2.9** THE DIEGO ROCHA EMPREENDEDORISMO EIRELI advises the Users of the application to always be cautious when connected, because, as it is known by all, the personal information may become accessible by non-authorized third parties. The host servers protect your personal information that are stored, but we cannot guarantee the safety of any information during the data traffic through the web.

- **2.10** THE DIEGO ROCHA EMPREENDEDORISMO EIRELI advises the users to keep the antivirus updated and the use firewalls, considerably decreasing the chances to have data intercepted by bad intended people. THE DIEGO ROCHA EMPREENDEDORISMO EIRELI is not responsible by the misuse of User's personal data by third parties, obtained by fraud, simulations and violations of systems.
  
- **2.11.** With no prejudice of other measures, the DIEGO ROCHA EMPREENDEDORISMO EIRELI can suspend or cancel, temporarily or definitely, the registration of the User at any time, and start legal actions on the following cases: a) if the User does not fulfill any dispositive previewed on the terms and general conditions; b) if the User practices fraud or criminal acts; c) if the DIEGO ROCHA EMPREENDEDORISMO EIRELI understands that the attitudes of the User are causing any type of damages to third parties or to the company or has the potential to do so. On the cases above, **the DIEGO ROCHA EMPREENDEDORISMO EIRELI has the right to cancel immediately the registration of the User, by way of penal fine, with no prejudice on the ingress of applicable judicial measures to search for material or moral damage reparation.**
  
- **2.12.** Besides the standard registration indicated above, the user, must register on Play Store (Google), AppStore (Apple) or PagSeguro (UOL), before, providing complementary data and in special a credit card data, such as: flag, name written in card, security code, validity and billing address, with that the user will be able to pay for the purchase electronically hired through mobile phones such as smart phones or tablets.

### III - THE OPERATION OF THE SERVICES

- **3.1.** For the service to be effectuated it is necessary:  
User:
  - **(a)** download, PAY and install the application "**50em5**" on his/her mobile phone such as Smartphone or tablet with active data packet, on Play Store (Google), AppStore (Apple) or through PagSeguro (UOL);
  - Register as cited above;
  - Buy the tips or products offered by the system;

- **3.2** It is recommended that all transactions are done with caution and judgment. The User must poise the risks of the commercial transaction.
- **3.3** The DIEGO ROCHA EMPREENDEDORISMO EIRELI does not guarantee the constant and uninterrupted availability of the APPLICATION, which can be affected by greater reasons force.
- **3.4** The DIEGO ROCHA EMPREENDEDORISMO EIRELI will keep a technical support, in which will be provide exclusively through the e-mail support@50em5.com, from Monday to Friday except holidays or in days with routine changes, during the period from 08:00hours to 18:00 hours, on Brasilia's GMT (GMT 3:00), regarding necessary interruptions for maintenance on the application, failures caused by the omission and actions of third parties or the telecommunication companies and/or with direct or indirect involvement of communication companies that provide the object service of the present TERM, fortuitous cases or of greater force.
- **3.5** The services of technical support provided by or the companies will have the exclusive aim to assist the User on the solution of problems related to the use of content resources, exclusively, of the Application.
- **3.6.** If the conduct of the User on his contact with the technical support attendants, is threatening, obscene, defamatory, pejorative, harmful, prejudicial or injurious, discriminatory in relation to race, skin color, religion, creed, sexuality, sexual orientation or nationality, will immediately have his relations with the DIEGO ROCHA EMPREENDEDORISMO EIRELI canceled, without prejudice of all applicable legal measures.
- **3.7** The responsibility of the DIEGO ROCHA EMPREENDEDORISMO EIRELI to the technical support is limited to its better efforts made for your satisfactory services referring to the objects of this term, not guaranteeing any success on the resolution of the problems.
- **3.8** Aspects, specifications, prices of products and services described or cited on the Application may be changed without further notice.
- **3.9** The DIEGO ROCHA EMPREENDEDORISMO EIRELI absolves itself, still, of any responsibility of costs, prejudices and/ or damages caused by the User or to third parties by the non implementation, by the partial implementation or bad implementation of the tips information or solution of the doubts and questions presented by the User related to the present object of the TERM.

#### **IV - PRIVACY POLICY**

- **4.1** The insurance of the privacy of the User's information on the APPLICATION is a commitment from DIEGO ROCHA EMPREENDEDORISMO EIRELI.
- **4.2.** The DIEGO ROCHA EMPREENDEDORISMO EIRELI won't provide the User's information to third parties without previous authorization from the user, with the exception of cases when it is necessary to answer to solicitations or questions from governmental entities, or where, on good will, that the DIEGO ROCHA EMPREENDEDORISMO EIRELI understands that it is necessary the dissemination with a purpose to answer the complaints that the content submitted inflicts rights of third parties or that is necessary for the protection of rights, properties and/or security of the platform that provides the services (APPLICATION), of its Users and/or the general public.
- **4.3** The information provided by the User and registered due to the APPLICATION'S use (with the exception of personal message content) can be used by DIEGO ROCHA EMPREENDEDORISMO EIRELI as input for marketing information mapping and statistic formation.
- **4.4** The additional information collected by DIEGO ROCHA EMPREENDEDORISMO EIRELI through the analysis of browsing of each User and that do not turn him/her personally identifiable are from exclusive property of DIEGO ROCHA EMPREENDEDORISMO EIRELI, that can use this information how it judges appropriate. Besides that, the information provided are used to: (I) administer the User's account in order to customize even more the services intermediated; and (II) notify the news of the APPLICATION.
- **4.5.** The data collection from the Users are also done by cookies (a small group of data exchanged between the User's computer and the APPLICATION'S servers). The use of cookies serve only to permit the User to access the SYSTEM without logging in again, to store User's identifying information together with the APPLICATION and for internal analysis ends of the DIEGO ROCHA EMPREENDEDORISMO EIRELI, being any information obtained by the cookie non-authorized commercialization or sharing being forbidden. The cookies, however, can be used to locate the User that, by any reason, do any harmful conduct to DIEGO ROCHA EMPREENDEDORISMO EIRELI or other Users.
- **4.6.** Besides the personal information provided, the DIEGO ROCHA EMPREENDEDORISMO EIRELI has the technological capacity to obtain other

technical information, such as the protocol address of the user's internet, the operational system of the telephone or computer, or the type of browser and the reference website address.

- **4.7.** The DIEGO ROCHA EMPREENDEDORISMO EIRELI can use the cookies, web beacons (web bugs) or similar technology to improve and personalize the User's experience when accessing the APPLICATION and using the tools, including, but not limited to keep control of certain information aggregated to the user when he/she accesses the APPLICATION and uses its tools, operate and improves the APPLICATION, help to identify when the User is using the APPLICATION, presents and helps to measure and searches the effectiveness of the APPLICATION and personalize the content and the adverts provided to the User to the APPLICATION.
- **4.8** The registration data of the Users that cancel or have it's account canceled will continue on the data base of DIEGO ROCHA EMPREENDEDORISMO EIRELI that will be able to, at it's criteria, make use of it as here described, for a reasonable period of time, not exceeding the legal requirements or limitations, to settle any dispute, solve problems and guarantee the rights of DIEGO ROCHA EMPREENDEDORISMO EIRELI.
- **4.9.** The User authorizes the DIEGO ROCHA EMPREENDEDORISMO EIRELI to settle with him/her communication by any known electronic way or that come to be available in the future.
- **4.10.** Through the registration, use and providing information to the DIEGO ROCHA EMPREENDEDORISMO EIRELI, the User deliberately accepts the present Terms and conditions previewed on the Privacy Policy about the use of information.

## **V - RESCISSION AND PENALTIES**

- **5.1.** The User that wishes to finish/rescind the present contract of adhesion with the DIEGO ROCHA EMPREENDEDORISMO EIRELI is able to do it at any moment, through the deactivation of the APPLICATION (app).
- **5.2.** On the hypothesis of verified violation of any clause or disposition of the Terms and Conditions of the contract celebrated by the User or when the user acts in a way that shows that doesn't intend or that shows great evidence that

the dispositions cannot be fulfilled, **the DIEGO ROCHA EMPREENDEDORISMO EIRELI can, at any time, without further notice, finish/rescind the present contract for all the effects of law, subjecting the violator User the payment of loss and damages, materials and moral what may cause, as penalty, being it suffered by DIEGO ROCHA EMPREENDEDORISMO EIRELI or third parties.**

## **VI - GENERAL CONDITIONS**

- **6.1.** This instrument runs for an indefinite period, **and may be, at the DIEGO ROCHA EMPREENDEDORISMO EIRELI criteria, altered, at any time, aiming it's improvement and upgrade of the provided services.** The new terms and Conditions shall enter into force the day after the publication on the APPLICATION. However, when the User accesses the APPLICATION, will receive the new version of the Terms and General Conditions with a agreement solicitation, in case of no agreement with the altered terms, the contractual bond will no longer exist, if there is no pendency.
- **6.2.** The changes made on this instrument by DIEGO ROCHA EMPREENDEDORISMO EIRELI will not apply to the adverts and services already initiated before the changes were published. For these, the Terms and General Conditions of Use will be valid with the previous composition.
- **6.3.** It is forbidden for the Users or people connected to him/her, any access or use of the APPLICATION "50em5" to obtain profit or activity that bring any financial benefit, direct or indirect.
- **6.4** The DIEGO ROCHA EMPREENDEDORISMO EIRELI does not subscribe information provided by the Users or advertisers, without the express consent, including comments made by the User on the evaluation field of the application/service, which will be from exclusive responsibility of the user that signed it, bearing DIEGO ROCHA EMPREENDEDORISMO EIRELI the faculty to exclude it or censor it if it's considered morally inadequate.
- **6.5** The DIEGO ROCHA EMPREENDEDORISMO EIRELI does not have any responsibility or inherence by the opinions expressed on the communities created, but, has the commitment to remove, when ascertained, about any threatening, obscene manifestation, defamatory, pejorative, harmful, prejudicial, racist or injurious, discriminatory in relation to race, skin color,



religion, creed, sexuality, sexual orientation or nationality, undertaking it's higher efforts to avoid it's repetition.

- **6.6** For all the subjects related to the interpretation and the fulfillment of this contract, the parties submit to the Forum of the County of Recife/PE, Brazil. The present contract has been duly registered at the 1<sup>st</sup> Notary of Papers and Documents of the County of Recife.

In case of any doubts or complaints, the Users of the APPLICATION present it through Contact Us: **contact@50em5.com**.

**DIEGO ROCHA EMPREENDEDORISMO EIRELI**  
**CNPJ/MF nº 20.402.093/0001-98**