
Terms Of Use

BETWEEN LT INC TECNOLOGIA LTDA, private legal entity, with headquarters at Rua José Roque, 358 Jardim Ouro Verde - Limeira/SP - São Paulo State – CEP 13482-095, registered with CNPJ/MF under n.º 29.979.995/0001-66, hereby by its legal representative, hereinafter referred to as "LT INC"; and the person or party identified in the Online Registration Form. In the case of a Legal Entity or Individual, this is the person who signs on behalf of the company or the company itself and who, upon registering, acknowledges having the power of representation to do so. This person is hereinafter referred to as the "CONTRACTOR". Whereas; The CONTRACTING PARTY wishes to contract the Services of LT INC. The above-qualified Parties resolve, by mutual agreement, to enter into this SERVICE CONTRACT, which shall be governed by the applicable regulations and by the following clauses and conditions:

CLAUSE ONE - THE OBJECT

1.1. The object of this particular instrument is for LT INC to provide the CONTRACTING PARTY with Voice Communication Services, via the Internet network, with or without the use of the PSTN global telephony network (traditional telephony), when requested by the systems made available by the CONTRACTING PARTY, which may be the use of basic telephony to make calls via the Internet, i.e. one answering point, or switching via a Hosted PBX system with N answering points (extensions).

CLAUSE TWO - USE OF SERVICE

2.1. The Transport Services contracted by LT INC are restricted to the Transport of Traffic originating from the CONTRACTING PARTY's Network, hereinafter referred to as LT INC Services.

2.2. Once the Traffic has been received at the Point of Presence, LT INC will be responsible for transporting the Traffic to the Destination Terminals in accordance with the rules and configurations made available on the platform provided by the CONTRACTED PARTY.

2.3. In the event of a finding of improper use of the Service by the CONTRACTING PARTY, duly proven, LT INC may restrict and/or block the receipt and transportation of traffic, and shall not be liable at any time for any charges, responsibilities, sanctions and/or indemnities whatsoever resulting from the CONTRACTING PARTY's actions or omissions.

2.4 The use of LT INC's network is authorized for making/receiving calls of common use, and the use of robots, automated IVRs, or any other automated system external to the CONTRACTOR's computer environment is not permitted without prior authorization from the CONTRACTOR, which may restrict and/or block its use, and shall not be liable at any time for any burdens, responsibilities, sanctions and/or indemnities whatsoever resulting from the CONTRACTOR's actions or omissions.

2.5. Calls made through LT INC's network will be automatically recorded and stored for a period of 30 days, or the time defined in each client's contract, and can be consulted via the client area by account managers and administrators.

CLAUSE THREE - LT INC OBLIGATIONS

3.1. LT INC's obligations, in addition to others provided for in this Contract, are:

3.1.1. To bear any and all remuneration due to the Operators contracted by LT INC involved in the Transport Service of the traffic originated by the CONTRACTING PARTY up to the destination terminals, including the remuneration of the destination network.

3.1.2. LT INC recognizes that any information and personal data of consumers obtained by the CONTRACTING PARTY within the scope of the provision of the Services (the "Database") shall belong entirely and exclusively to the CONTRACTING PARTY, and LT INC undertakes to: Use the Database exclusively within the scope of the provision of LT INC Services; Not make available, reproduce, duplicate, disclose, transfer, transmit, lend or allow the use of the Database for any purpose other than that provided for in this Agreement; Adopt mechanisms for the protection and control of the Database, in order to preserve the confidentiality of the data in question; Observe, in relation to the Database, the duty of Confidentiality;

1. Destroy or return to the CONTRACTING PARTY, within 30 (thirty) days of the end of the term of this Contract, any files, copies and reproductions of the Database in its possession.

CLAUSE FOUR - CONTRACTOR'S OBLIGATIONS

4.1. The CONTRACTING PARTY's obligations, in addition to any others provided for in this Contract, are as follows:

4.1.1. Take full responsibility for the Traffic delivered to the defined Point of Presence.

4.1.2. Bear all costs and/or legal penalties arising from traffic not included in the object of this Contract and eventually delivered to the Point of Presence defined by LT INC.

CLAUSE FIVE - CONTRACTING OF SERVICES BY THE CONTRACTOR

First Paragraph - It is further agreed that LT INC shall be solely responsible to Anatel and third parties for the rights and duties arising from the provision of FTS services contracted by CONTRACTING subscribers, in accordance with current legislation.

CLAUSE SIX - TERMINATION AND RESCISSION

6.1. The following shall constitute grounds for termination of this Contract:

6.1.1. Failure by one of the Parties to comply with any of the obligations set out in this Agreement, and failure to remedy such failure within thirty (30) days of written notification by electronic mail (e-mail) with acknowledgement of receipt from the Party concerned or immediately in the event of urgency.

6.1.2. Bankruptcy or insolvency of any of the Parties.

6.1.3. The proven occurrence of unforeseeable circumstances or force majeure, under the terms of Article 393 of the Brazilian Civil Code, which prevents the regular execution of the Transportation Service for a period of more than 60 (sixty) days.

6.1.4. Upon determination by Anatel and/or the Judiciary that this Agreement cannot be maintained in accordance with the provisions contained herein.

6.1.5. Extinction of the Authorization Term or Concession Contract of the Parties.

CLAUSE SEVEN - PERIOD OF VALIDITY

7.1. This Agreement shall come into force from the date of acceptance by the CONTRACTING PARTY and shall remain in force until terminated by either party

7.2. Either party shall have the right to terminate this Agreement by giving the other not less than two (2) months' notice of termination.

7.3. Consequences of termination: Upon termination of the Agreement for any reason, all licenses and rights to use the service will be terminated and the CONTRACTOR will cease any and all use of the service.

7.4. The LT INC may terminate this Agreement with immediate effect upon notice at any time if:

7.4.1. THE CONTRACTOR is not in compliance with the terms of this Agreement.

7.4.2. THE CONTRACTOR says, or appears to intend, that it will not comply with the terms of this Agreement.

CLAUSE EIGHT - CONFIDENTIALITY

8.1. The Parties acknowledge that, as a result of the execution of this Contract, information will be exchanged which shall be considered confidential.

8.2. In order to maintain the quality of the service provided, when necessary or requested, the CONTRACTED PARTY may access the CONTRACTING PARTY's access data, such as the history or recording of calls, for the sole purpose of analyzing the data trafficked, in order to deal with issues such as call quality, routes or outgoing trunking used, and the CONTRACTED PARTY is responsible for the total confidentiality of the information it accesses.

CLAUSE NINE - CONFLICT RESOLUTION

9.1. The Parties shall use their best efforts to settle amicably any doubts or disputes that may arise as a result of this Contract. The Party interested in the amicable resolution of doubts and disputes relating to this Contract shall send the other specific written notice containing the subject matter and an indication of the place, date and time for a preliminary meeting.

TENTH CLAUSE – JURISDICTION

10.1 By mutual agreement, we elect the District Court of the city of Limeira in the state of São Paulo to settle any doubts about this membership contract.

Limeira, August 28, 2024