

TO HELP YOU UNDERSTAND HOW THIS PLATFORM WORKS

We have made every effort to reduce and simplify the rules of our Platform. Therefore, we have outlined the most important points for you below, which can also be read in full and in detail in the following Terms of Use.

Additionally, we are always available to clarify any doubts you may have through the Support Tab within the GAIO system or via WhatsApp at +1 (346) 589-7667.

1) What do we do?

Our business is a platform designed to assist individuals and companies by providing a data analysis solution.

On the same website, we offer: Gaio Free (SaaS with the system operating in a reduced form, limited to 100,000 rows), paid plans such as Teams or Business (paid plans), and the Enterprise plan (custom model signed through a contract).

GAIO is not a consultancy or advisory service, does not manage the data entered into the Platform or the requested analyses, and is not responsible for decisions or actions taken by Users, even if based on the system. GAIO is simply a technological system that allows Users to analyze data in an easy and efficient manner. The User is solely responsible for their actions.

2) How does our platform work?

To use the system, the User needs to create an account with a login and password.

To register and use GAIO's services, the following information will be required:

- Free User: Email, Username, and Password (Registration Data)
- Teams or Business User: Email, Username, and Password (Registration Data) and payment details.
- Enterprise User: Email, Username, and Password (Registration Data), essential contract data, and payment details.

3) Is the use of our platform paid?

No charges will apply if the User opts for the Free Gaio. If the User subscribes to the Teams or Business plan, there will be a monthly charge. These amounts will always be displayed before you make the subscription.

The Enterprise plan, within the client's structure, will have payments established through a specific contract.

Prices, terms, conditions, and the free version may be changed or canceled at any time by GAIO.

4) Is it safe to use our Platform?

We make significant efforts to ensure that our Platform is secure, but we still recommend that, before downloading any content, you install antivirus software and protection programs.

5) Can these conditions be changed?

Our Terms of Use may change, but you will always be able to access the most updated version on our Platform. Additionally, if we are going to take any action that requires your authorization by law, you will receive a notice beforehand to accept or refuse it.

6) What happens to personal data?

We have a Privacy Notice that explains what we do with your personal data. It is very important that you read and understand this document as well.

7) What is included in the Terms of Use?

The following Terms of Use are divided as follows to make it easier for you to access the information:

1. Date of Availability of the Text;
2. Explanation of Technical Terms or Foreign Language Terms;
3. Services;
4. User Registration;
5. Payment for Use of the Platform;
6. Responsibilities of the Parties;
7. GAIO's Disclaimer of Liability;
8. Code of Conduct and Prohibitions;
9. Intellectual Property;
10. Personal Data Handling, Privacy, and Security;
11. Platform Access Developments;
12. Changes to Terms and Conditions of Use;
13. Definition of Applicable Law and Jurisdiction;
14. Contact Channel.

GAIO.

TERMS OF USE

This Platform, which includes both free and paid SaaS versions, called GAIO, is owned, maintained, and operated by GAIO INNOTECH LTDA, CNPJ nº 28.575.989/0001-80, with its headquarters at Rua José Elias, 71, Sala 201, Bairro Jardim Karaiba, CEP 38.411-201, Uberlândia – MG.

This document aims to provide information on how the Platform and its tools are used by Users, their conditions, terminology, rights, and duties, as well as to protect Users' privacy. We urge you to read this entire text carefully. If you do not agree with the content of our terms and/or privacy notice, please do not continue browsing or using our services.

1. DATE OF AVAILABILITY OF THE TEXT

1.1. This version of the document was made available on: 04/02/2025.

2. EXPLANATION OF TECHNICAL TERMS OR TERMS IN A FOREIGN LANGUAGE

2.1. Below are the meanings of technical terms and terms in English.

- **Login:** The process that allows access to a computer system, controlled by the identification and authentication of the User using credentials provided by that same user.
- **Online:** A term from the English language literally meaning "in line." It is commonly used to refer to a User being connected to the internet or another computer network.
- **SaaS:** Software as a Service allows users to connect and use cloud-based applications over the Internet.
- **Virus:** Malicious software that infects systems and computers, intending to cause damage, make copies of itself, and try to spread to other computers by using various means.

2.2. Types of Users on the platform:

- **User:** A person who registers on the Platform and can use the free Gaio or subscribe to the paid plans (Teams, Business, and Enterprise).
- **Administrator User:** A person who registers on the Platform and has access to permission settings and can make definitions, such as: user with developer

permissions, end-user who does not access development, or limitation to certain applications by a group of people.

3. SERVICES

3.1. **What we are:** GAIO is a platform that aims, but is not limited to, assisting individuals or companies by providing a data analysis solution. The services currently available include:

- **Gaio Free:** A data management system with a server and infrastructure provided by GAIO. The services include providing an integrated base for managing, organizing, processing, and accessing data efficiently within an organization. The environment is limited to the use of up to 100,000 (one hundred thousand) rows. We clarify that, although the infrastructure is provided for free by GAIO, there is no access by the company to the content entered into the platform, nor any tracking of functionality usage or registration data.

3.1.2. **Gaio Teams and Gaio Business subscription plans**, as specified in this clause. Both plans are available through monthly subscriptions with recurring charges per user.

- **Gaio Teams plan:** Intended for small teams, requiring a minimum of 5 (five) users per subscription. The services included in this plan are:
 - a) Unlimited rows per table;
 - b) Maximum memory of 8 GB;
 - c) Processing with 4 vCPUs;
 - d) Storage of 10 GB;
 - e) Provision of 1 (one) workspace;
 - f) Email support;
 - g) Cloud hosting.
- **Gaio Business plan:** Intended for growing companies, requiring a minimum of 10 (ten) users per subscription. The services included in this plan are:
 - a) Unlimited rows per table;
 - b) Maximum memory of 16 GB;
 - c) Processing with 8 vCPUs;
 - d) Storage of 100 GB;
 - e) Provision of 1 (one) workspace;
 - f) Email support;
 - g) Cloud hosting.

- The **Gaio Teams** plan is priced at \$19.90 (nineteen dollars and ninety cents) per user/month, while the **Gaio Business** plan is priced at \$29.90 (twenty-nine dollars and ninety cents) per user/month.

3.1.3. **Gaio Enterprise:** A customized GAIO model in which the data management system is installed on the client's server and infrastructure. This service, its values, and conditions are established through a specific contract. We clarify that, as the infrastructure is provided by the client, GAIO has no access to the content entered into the platform.

3.1.4. The available services, plan types, including the free version of Gaio Free, may be reviewed, altered, updated, or canceled at GAIO's sole discretion, with prior notification of 30 (thirty) days.

3.2. GAIO is not a consultancy or advisory service, does not manage the data entered into the Platform or the analyses requested, and is not responsible for the decisions and actions taken by Users, even if based on the system.

3.2.1. GAIO is only a technological system that allows Users to analyze data easily and efficiently.

3.2.2. The User is solely responsible for their actions.

3.3. By using GAIO, the User must understand and accept that all their actions and choices are made freely and are not influenced or interfered with by GAIO.

3.4. It is clarified that this service does not establish any employment, partnership, or association relationship between the parties, with each party remaining solely responsible for all of its respective expenses and obligations, whether of a labor, social security, tax, insurance, civil, criminal, or any other nature.

4. USER REGISTRATION

4.1. To register and use the GAIO services, the following information will be required:

4.1.1. **Free User:** Email, Username, and Password (Registration Data).

4.1.2. **Teams or Business User:** Email, Username, and Password (Registration Data) and payment information.

4.1.3. **Enterprise User:** Email, Username, and Password (Registration Data), essential data for the contract, and payment information.

4.2. Each User will determine their login and password, and it is their exclusive responsibility to maintain the confidentiality of this information. GAIO is not

responsible for any actions or damages that may occur due to unauthorized access to the account by third parties.

4.2.1. The User is responsible for their actions within the platform and in relation to third parties.

4.2.2. Similarly, the Administrator User is exclusively responsible for all accesses and permissions granted.

4.3. Only one (1) account per User is allowed.

4.4. Users are responsible for providing true, accurate, complete, and up-to-date information.

4.5. GAIO may refuse, suspend, or cancel a User's account without prior notice if it suspects that the information provided is false, incomplete, outdated, or inaccurate, if there is non-payment for paid plans, or in cases indicated by applicable laws and regulations, these Terms of Use, Privacy Notice, or any GAIO Policy.

5. PAYMENT FOR PLATFORM USAGE

5.1. There will be no charge if the User opts for the Free Gaio.

5.2. If the User subscribes to the Teams or Business plan, there will be a monthly charge. These charges will always be disclosed before making the subscription.

5.2.1. To process payment information, your data will be transmitted through the independent platform Stripe, which is responsible for financial transactions. We recommend reading their Terms of Use and Privacy Notice before entering your data.

5.3. The **Enterprise plan**, within the client's infrastructure, will have payment terms established through a specific and detailed contract.

5.4. The prices, deadlines, conditions, and the free version may be changed or canceled at any time by GAIO.

5.5. Cancellation of GAIO Services

5.5.1. **Free Gaio:** The User may cancel the service freely using the "Delete Account" feature on the platform. No penalties will be charged.

5.5.2. **Teams or Business Plan:** These are monthly subscription plans. The User may cancel at any time. No refunds will be made for amounts already paid for the month, and access to services will remain until the end of the payment period.

5.5.3. **Enterprise Plan:** The conditions for termination with or without cause will be specified in the specific contract.

6. RESPONSIBILITIES OF THE PARTIES

6.1. Responsibility of GAIIO:

6.1.1. Provide the system as described in these Terms of Use.

6.1.2. Inform Users of any service changes through simple notifications on the Platform.

6.2. Responsibility of Users:

6.2.1. Use the platform according to the usage criteria defined by GAIIO, without altering its programming, breaking passwords, or performing actions that may cause damage to GAIIO and other Users.

6.2.2. Be fully responsible for the content they input and the commitments they make within the platform, including legal implications.

6.2.3. Understand the scope of their plan and fully comply with these Terms of Use, Privacy Notice, applicable laws, and contracts between the parties.

6.2.4. Be fully responsible for all data and information entered on the Platform, as it is managed solely by them, with GAIIO not accessing it.

6.2.5. Understand that the data analysis provided by GAIIO does not offer specific instructions for User actions, and the decision-making responsibility lies solely with the User.

6.2.6. Respect third-party rights regarding the data uploaded to the Platform, particularly intellectual property rights, copyright, and image rights.

6.2.7. Do not upload any content to the system that is illegal, immoral, irregular, discriminatory, violent, offensive, unauthorized, or that could violate laws, these Terms of Use, Privacy Notice, or any GAIIO Guidelines or Policies.

6.2.8. Be responsible for the security of their account, including maintaining strong passwords and protecting personal information.

6.2.9. In cases where GAIIO is installed within the client's infrastructure, the client is responsible for maintaining a secure, up-to-date, and protected environment, including ensuring the security of the machines and devices on which the system operates.

6.2.10. For Administrator Users, they are responsible for all access and permissions granted.

6.2.11. Ensure timely and full payment when subscribing to paid plans.

7. GAIIO'S DISCLAIMER OF LIABILITY

7.1. GAIIO is not responsible for:

7.1.1. Any unavailability of the platform that it did not cause.

7.1.2. The actions of Users and their failure to comply with their obligations.

7.1.3. The input of false, incomplete, outdated, or inappropriate information by Users that leads to non-compliant data analysis.

7.1.4. Damages that the User may experience due to actions solely caused by third parties, as well as network connection failures and malicious interactions such as viruses.

7.1.5. Damages the User may suffer due to misuse of the platform in non-compliance with these Terms, the Privacy Notice, the law, or court orders.

7.1.6. Fortuitous events or force majeure situations.

7.1.7. Any damages caused by the actions of Users, including those resulting from analyses made using GAIIO's system.

7.1.8. Damages resulting from crimes or irregular actions committed by Users on the platform, such as fraud or false ideologies.

8. CODE OF CONDUCT AND PROHIBITIONS

8.1. Users may not:

8.1.1. Harm the rights of GAIIO, the platform operators, other Users, third parties, or engage in any conduct that may contribute to such violation.

8.1.2. Perform actions that limit or prevent the use of the Platform or access GAIIO unlawfully.

8.1.3. Use the tool to commit illegal actions, such as fraud, embezzlement, illicit enrichment, theft, or robbery.

8.1.4. Spread messages unrelated to the Platform or its purposes, including messages with inappropriate content or that offend Users, GAIIO, or third parties.

8.1.5. Insert or disseminate false, offensive, harmful, defamatory, violent, abusive, discriminatory, or illegal information via the platform.

8.2. GAIIO may, at its sole discretion, block, restrict, disable, delete, or prevent specific content or any User's access to the platform whenever inappropriate behavior is detected, without the need for prior notice or any compensation rights.

9. INTELLECTUAL PROPERTY

9.1. The ownership and rights related to the Platform belong exclusively to GAIIO. Accessing and using the Platform in accordance with these Terms does not grant any rights or privileges over intellectual property or any other content within the Platform.

9.2. All content in the Platform, including the name, brand, domain, programs, databases, files, texts, designs, photos, layouts, headers, and other elements, was created, developed, and granted to GAIIO, being exclusively owned by GAIIO or licensed to it, and is protected by Brazilian laws and international treaties regarding intellectual property rights.

9.3. The following are prohibited: exploitation, transfer, imitation, copying, plagiarism, reverse engineering, hacking, storing, altering, modifying characteristics, expanding, selling, renting, donating, alienating, transferring, reproducing, in whole or in part, any content of GAIO's Platform.

9.4. Anyone who violates the prohibitions contained in intellectual property law and these Terms will be held civilly and criminally liable for the infractions committed and may also be penalized within the Platform.

10. TREATMENT OF PERSONAL DATA, PRIVACY, AND SECURITY

10.1. GAIO has a specific policy to regulate the collection, storage, and treatment of personal data, as well as its security: Privacy Notice. These specific policies are inseparably integrated with these Terms, highlighting that usage data from the Platform will be stored in accordance with the applicable legislation.

11. ACCESS TO THE PLATFORM

11.1. Despite GAIO's best efforts to provide the best technologies for maintaining online connectivity, synchronization, and secure access for Users, due to technical difficulties, internet applications, or transmission issues, inaccurate or incomplete copies of the information contained in the Platform may occur. Furthermore, computer viruses or other harmful programs may also be inadvertently downloaded via the Platform.

11.1.1. GAIO recommends installing appropriate antivirus software or protection tools.

11.2. GAIO reserves the right to unilaterally modify the Platform, including its configuration, presentation, design, content, features, tools, free plans, or any other element, including its cancellation.

12. AMENDMENTS TO THE TERMS AND CONDITIONS OF USE

12.1. GAIO may unilaterally add and/or modify any clause in these Terms of Use. The updated version will apply to Platform use from its publication. Continued access to or use of the Platform after publication will confirm the acceptance of the new Terms of Use by the Users.

12.2. If any change requires User consent, the option to accept the new text freely, unequivocally, and knowingly will be presented.

12.3. If the User disagrees with the change, they may choose not to consent to specific actions or may terminate their relationship with GAIO. However, this termination will not exempt the User from fulfilling all obligations assumed under the previous versions of the Terms of Use.

13. APPLICABLE LAW AND FORUM CHOICE

13.1. The Platform is controlled, operated, and managed in the city of Uberlândia, Minas Gerais, and can be accessed from any device connected to the Internet, regardless of geographical location.

13.1.1. GAIO does not guarantee that the Platform is suitable or available for use in other locations. Individuals accessing and using GAIO from other countries do so at their own risk and are responsible for complying with local/national laws.

13.2. The User agrees that the applicable legislation for these Terms and Conditions of Use and the Privacy Notice will be the one in force in the Federative Republic of Brazil.

13.3. GAIO and the User agree that the Courts of Uberlândia, Minas Gerais, Brazil, will be the sole competent authority to resolve any issue or dispute arising from or related to the use of the Platform, expressly waiving any other forum, regardless of its privilege or potential future privileges.

14. CONTACT

14.1. GAIO provides the following channels to receive all communications Users wish to make: via the Support Tab within the GAIO system and through WhatsApp at +1 (346) 589-7667.