

## TEQUIMAR WEBSITES TERMS OF USE

Date of Last Update: December 11, 2020

**1.1.** Below we present the Terms of Use (“Terms”), a document that lists the main rules that must be observed by You when using our websites and platforms that are available through the links [www.ultracargo.com.br](http://www.ultracargo.com.br) and [www.webintegra.com.br](http://www.webintegra.com.br) of **Tequimar** (“Tequimar”)

As a condition for accessing and using the **websites'** functionalities, You declare that you have read this document's rules completely and carefully, being fully aware of and in agreement with them.

## 2. FUNCTIONALITY AND ACCESS TO THE WEBSITE

**2.1. Legal age.** Access to the **websites** is free for everyone, but some features in certain environments may require acts performed by people over eighteen (18) years of age, according to current legislation.

**2.1.1.** In these cases, the legal representatives must supervise and represent children and adolescents under the age of 16 (sixteen) and assist adolescents over the age of 16 (sixteen) and under the age of 18 (eighteen), whenever applicable.

**2.1.2.** Tequimar may refuse, not approve, cancel or limit any requests if You do not provide correct data.

**2.1.3.** The same measure will apply during the use of the **websites**, if it is found that there was fraudulent use, as well as an attempt or violation of these Terms or any applicable legislation.

**2.2. Eligibility.** Tequimar may change the eligibility criteria for accessing and using the websites at any time and at its discretion without the need for communication or prior notice to You or any third party.

## 3. TEQUIMAR'S RESPONSIBILITIES

**3.1. Platform Presentation.** The **websites** and their functionalities are presented to You as they are available, and may undergo constant improvements and updates, with Tequimar undertaking to:

- i. Preserve its functionality, with functional links and using a layout that facilitates usability and browsing ability, whenever possible;
- ii. Display functionalities in a clear, complete, precise and sufficient way so that there is an exact perception of the operations performed; and
- iii. Protect, through the available state of the art, the data collected by the features made available.

**3.2. Website Availability.** Tequimar will endeavor to maintain the continuous and permanent availability of the **websites**. However, there may eventually be some temporary unavailability resulting from necessary maintenance or even generated by force majeure, such as natural disasters, failures in communication systems and Internet access or third party facts that are beyond its sphere of surveillance and responsibility.

**3.2.1.** If this happens, Tequimar will do everything in its power to re-establish access to the **websites** as soon as possible, within the technical limitations of its services and third-party services, upon which it depends to stay online. For this reason, You are aware that You will not be able to claim compensation or reparation for damages in the event that any of the **websites** remains down, regardless of the motivation.

**3.2.2.** Any maintenance procedures that cause the **websites** to be unavailable for long periods will be informed through official channels.

**3.3. Changes.** Tequimar reserves the right to change these Terms of Use and other established rules and criteria, services provided and data entry, companies responsible for their intermediation and anything that it deems necessary for the correct operation of the **websites** and its business.

**3.3.1.** By continuing to access the **websites** after the changes, which will be posted and informed, You agree to such changes.

**3.4. Discontinuity.** Tequimar may, according to its business objectives, modify or discontinue (temporarily or permanently) the websites' distribution, access or updating.

## **4. YOUR OBLIGATIONS**

**4.1. Restricted Area Access Account.** Access to the **website's** restricted area [www.webintegra.com.br](http://www.webintegra.com.br) is carried out using a login and password ("Access Account"), in accordance with the security requirements indicated by Tequimar at the time of your first access. Thus, the password is the credential to access the website and it is strictly defined and managed by you.

**4.2. Access Account data confidentiality.** You must maintain the confidentiality of your Access Account data regarding third parties and use it in an individual and non-transferable manner, not providing, disclosing or sharing your password or any authentication mechanism with anyone. If you suspect that the confidentiality of your password has been violated, You must change or update it as soon as possible.

**4.2.1.** You are aware and acknowledge that all accesses and operations performed after your successful digital authentication are interpreted as being your unquestionable responsibility, including those derived from misuse or disclosure to third parties.

**4.3. Website integrity.** You agree not to access programming areas of the **websites**, its database, source codes or any other data set available in these environments, as well as to not perform or allow reverse engineering, nor translate, decompile, copy, modify, reproduce, rent, sublicense, publish, disclose, transmit, lend, distribute or otherwise inappropriately dispose of the **websites'** functionality.

**4.4. No mining.** The use of data mining software on the websites, of any type or kind, is prohibited, as well as any other non-typed software that acts in a similar way.

**4.5. Functionality.** The functionalities that make up the websites are offered as tools to support Tequimar's services, not granting You any rights over the websites or over the technological structures that support them.

**4.6. Indemnity.** In the event of damage to the **websites** or third parties, You undertake to bear all obligations to indemnify the injured party, assuming the liability of a lawsuit or administrative proceeding and requesting Tequimar's exclusion and shall fully bear the relevant procedural expenses and costs, leaving them free of damages and encumbrances.

## 5. CONTENT, SUBMITTED DATA AND INTELLECTUAL PROPERTY

**5.1. Intellectual Property.** By accessing any of the **websites**, You declare that you will respect all of Tequimar's intellectual property rights, including, but not limited to, computer programs, copyrights and industrial property rights over trademarks, patents, domain names, corporate name and industrial designs, eventually deposited or registered under Tequimar's name, as well as all rights relating to third parties that may be, or were, in any way, available on the **websites**, and their infringement may give rise to the payment of indemnity for judicially determined losses and damages.

**5.2. Your Data.** You are and will continue to be the holder and owner of all data, information, images, messages, videos, audio or any other material that is submitted and/or shared with us by You ("Your Data"), as well as being solely responsible for them, it is solely up to You to respect the intellectual property of third parties, image rights or any other related rights that may affect the shared information.

**5.3. Legality of Your Data.** Tequimar shall not undertake to process or treat Your Data if there are reasons to believe that such processing or treatment may result in any violation of any applicable law to Tequimar or that the **website** is being used for any illegal or unlawful purposes.

## 6. PERSONAL DATA PRIVACY AND PROTECTION

**6.1. Personal Data.** Tequimar has its own document, called Privacy Policy, which regulates the processing of data collected on the **websites**, being an integral and inseparable part of these Terms of Use and can be accessed through this [link](#).

**6.1.1.** Tequimar will monitor, by appropriate means, its own compliance with the respective Personal Data protection obligations.

**6.2. Records.** Tequimar may record all activities performed by You on the **websites**, including identification, device and connection data used ("Records").

**6.3. Collection Purpose.** Records may be used for the purpose of: (i) identifying and serving You (ii) complying with the obligations of these Terms (iii) improving the **websites**; (iv) safeguarding rights and complying with legal and regulatory obligations related to the use of the **websites**; and (v) complying with a court and/or administrative authority order.

## 7. DISCLAIMER

**7.1. Disclaimer.** Without prejudice to other conditions of these Terms, Tequimar is not responsible for:

- i. Any problems, bugs, glitches or improper operation that occur in your devices and equipment that are directly or indirectly resulting from the regular use of the **websites**.
- ii. Any direct or indirect damage caused by third-party events, for example, but not limited to hacker attacks, system, server or internet connection failures, including by software actions that may, in some way, damage physical or logical assets or the connection as a result of accessing, using or browsing the **websites**.

- iii. Your browsing of the links to third-party services that may be available on the **websites**, it is your duty to read the Terms of Use and Privacy Policy of the service accessed.
- iv. Verifying, controlling, approving or guaranteeing the adequacy or accuracy of the information or data made available on such links to third-party services, therefore, not being liable for losses or damages incurred by visiting such websites, it being up to the interested party to verify the reliability of the information and data displayed there before making any decision or performing any act.
- v. Actions taken by You based, directly or indirectly, on the websites, their information, data, reports, opinions, suggestions and others, agreeing that you will use the **websites** with good judgment.

**7.2. Browsing.** You must bear the necessary means to navigate the websites, including the possession of adequate equipment for access, as well as hiring a telecommunications service provider to provide Internet connection.

## **8. OTHER PROVISIONS**

**8.1. Service Channels.** You can use the Service Channels available on the **websites** whenever you need to contact us.

**8.2. Updated Terms.** These Terms are subject to constant improvement and enhancement. Thus, Tequimar reserves the right to modify them at any time, according to its purpose or convenience, such as for the adequacy and legal compliance with a provision of law or rule that has equivalent legal force, including regulatory bodies.

**8.2.1.** In the event of updates to these Terms, Tequimar will notify You through the tools available on the **websites** or through any contact means provided by You.

**8.3. Novation and waiver.** Tolerance for any breach of any conditions in these Terms will not constitute a waiver or novation nor will it prevent Tequimar from demanding these conditions at any time.

**8.4. Nullity.** If any provision of these Terms is found to be unenforceable or ineffective, the remainder will continue to apply normally.

**8.5. Communication.** You acknowledge that all communication made by e-mail (to the e-mail address provided by You through "Contact Us") is valid, effective and sufficient for the dissemination of any matter relating to the **websites**.

**8.6. Date and time.** All records and data storage carried out in the websites' environment will be carried out and cataloged based on the official time in Brasília.

**8.7. Applicable law and court.** These Terms are governed by the laws of the Federative Republic of Brazil. Its text must be interpreted in the Portuguese language, being elected the central forum of the city of São Paulo to settle any dispute involving this document, except for specific reservation of personal, territorial or functional competence by the applicable legislation.

## **9. GLOSSARY**

- i. **Tequimar: Terminal Químico de Aratu S/A- Tequimar**, corporation, enrolled with CNPJ/MF (Corporate Taxpayer Registration) under no. 14.688.20/0016-40, headquartered at Avenida Brigadeiro Luis Antônio, no. 1343, Bela Vista, São Paulo/SP, CEP: 01317-910.

- ii. **Bug:** Term used to designate a logical failure that prevents the execution of any operation on the **websites**.
- iii. **Service Channels:** Address and phone number available on the **website** through the link <http://www.Tequimar.com.br/pt-br/contato/> for You to contact Tequimar.
- iv. **Glitches:** Used to designate an unexpected operation that prevents the intended operation from running or working properly on the **websites**.
- v. **Layout:** A set comprised between appearance, design and **website** flow.