

Last Updated: September 9, 2020

These Website Terms of Use (the “**Agreement**”) apply to your access to, and/or use of, <https://www.pitango.com/>, its subdomains, as well as any tools or functionalities made available via the foregoing (collectively, the “**Website**”). You (“**you**” and “**your**”) must read this Agreement carefully, and by accessing or using the Website, you confirm that you have read, understood, and agree to be bound by: –

- (A) these terms and conditions in their entirety; and
- (B) any supplemental terms or policies in this Agreement which are stated to be incorporated into this Agreement.

IF YOU DO NOT AGREE WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THE WEBSITE.

This Agreement is a binding agreement between you and **Pitango Venture Capital** (“**Pitango**”, “**we**”, “**us**”, and “**our**”). However, at Pitango’s sole discretion, any Pitango obligation may be performed (in whole or in part), and any Pitango right or remedy may be exercised (in whole or in part), by a Pitango Affiliate (defined below).

Pitango reserves the right to modify this Agreement at any time. Such modifications will be effective ten (10) days after such posting (unless we specify a later effective date). In such cases, we will also update the “Last Updated” details set forth at the beginning of this Agreement.

1. DEFINITIONS AND INTERPRETATION

This Agreement contains a range of capitalized terms, some of which are defined in this Section and some of which are defined elsewhere. The Section headings in this Agreement are for convenience of reading only and may not to be used or relied upon for interpretive purposes.

“**Pitango Affiliate**” means, with respect to Pitango, any organization or entity controlling, controlled by, or under common control with, Pitango, where “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, organization or entity, whether through the ownership of voting securities, by contract, or otherwise.

“**Pitango Materials**” means, collectively, the Website and any Content appearing or displayed on or in the Website.

“**Content**” means any text, data, information, images, graphics, sounds, videos, audio clips, links, and/or similar materials and content.

“**Dispute**” means any claim, dispute or controversy under, or otherwise in connection with, this Agreement.

“**Intellectual Property**” means any and all inventions, discoveries, improvements, works of authorship, technical information, data, technology, know-how, show-how, designs, drawings, utility models, topography and semiconductor mask works, specifications, formulas, methods, techniques, processes, databases, computer software and programs (including object code, source code, APIs, and non-literal aspects), algorithms, architecture, records, documentation, and other similar intellectual property, in any form and embodied in any media.

“**Intellectual Property Rights**” means any and all rights, titles, and interests in and to Intellectual Property (under any jurisdiction or treaty, whether protectable or not, and whether registered or unregistered) and includes without limitation patents, copyright and similar authorship rights, personal rights (such as Moral Rights, rights of privacy, and publicity rights), architectural, building and location (and similar geography-

based) rights, mask work rights, trade secret and similar confidentiality rights, design rights, industrial property rights, trademark, trade name, trade dress and similar branding rights, as well as: (a) all applications, registrations, renewals, extensions, continuations, continuations-in-part, divisions or reissues of the foregoing rights; and (b) all goodwill associated with the foregoing rights.

“**Law**” means any federal, state, foreign, regional or local statute, regulation, ordinance, or rule, in any jurisdiction.

“**Moral Rights**” means any rights of paternity or integrity, or any right to claim authorship of a work, to object to any distortion, mutilation or other modification of, or other derogatory action in relation to, any work, whether or not such would be prejudicial to the honor or reputation of the creator of the work, and any similar right, existing under judicial or statutory Law of any jurisdiction, or under any treaty.

“**Privacy Policy**” means Pitango’s privacy policy currently available on Pitango’s Website.

2. WEBSITE ACCESS

For such time as this Agreement is in effect, we hereby grant you a personal, limited, non-exclusive, non-assignable, non-sublicensable, revocable right to access and use the Website solely for your own personal and non-commercial use, and provided that you comply with this Agreement. Except for the foregoing right, Pitango does not grant you any right or license to any of Pitango’s or a third party’s Intellectual Property Rights.

3. USAGE RESTRICTIONS

As a condition to your right to access and use the Website, you shall not (and shall not permit or encourage any third party to) do any of the following, in whole or in part: (a) copy or reproduce any Pitango Materials (such as by screen scraping); (b) sell, assign, lease, lend, rent, distribute, or make available any Pitango Materials to any third party, or otherwise offer or use any Pitango Materials in a time-sharing, outsourcing, or service bureau environment; (c) modify, alter, adapt, arrange, translate, decompile, disassemble, reverse engineer, decrypt, or otherwise attempt to discover the source code or non-literal aspects (such as the underlying ideas, algorithms, structure, sequence, organization, and interfaces) of, any Pitango Materials; (d) remove, alter, or conceal, in whole or in part, any copyright, trademark, or other proprietary rights notice or legend displayed or contained on or in any Pitango Materials; (e) circumvent, disable or otherwise interfere with security-related or technical features or protocols of any Pitango Materials; (f) make a derivative work of any Pitango Materials, or use any Pitango Materials to develop or create any service, product, or Content that is the same as (or substantially similar to or competitive with) any of the Pitango Materials; (g) publish or transmit any “robots” or “spiders” (such as web crawlers), virus, malware, Trojan horse, spyware, or similar malicious item intended (or that has the potential) to damage or disrupt any Pitango Materials; (i) take any action that imposes or may impose (at Pitango’s sole discretion) an unreasonable or disproportionately large load on the Website infrastructure, or otherwise interfere (or attempt to interfere) with the integrity or proper working of the Website; and/or (j) use any Pitango Materials to infringe, misappropriate or violate any third party’s Intellectual Property Rights (as defined below), or any Law.

4. LINKING

Pitango permits you to link to the Website provided that: (i) you link to (but do not replicate) any page on this Website; (ii) the hyperlink text shall accurately describe the Content as it appears on the Website; (iii) you shall not misrepresent your relationship with Pitango or present any false information about Pitango, and shall not imply in any way that we are endorsing you or any services or products, unless we have given you our express prior written consent to do so; (iv) you shall not link from a website which prohibits linking to third parties; (v) the website from which you link to the Website does not contain Content that is offensive or controversial (both as determined at our discretion), that infringes, misappropriates, or violates any Intellectual Property Rights; and (vi) you, and your website, comply with this Agreement and applicable Law.

5. THIRD PARTY CONTENT

The Website may display, link to, and/or otherwise allow you to view, access, or interact with, Content from third parties and other sources that are not owned or controlled by Pitango (such Content, “**Third Party Content**”). The Website may also enable you to communicate with the related third parties. The display or communication to you of such Third Party Content does not (and shall not be construed to) in any way imply, suggest, or constitute any sponsorship, endorsement, or approval by Pitango of such Third Party Content or third party, or by such third party of Pitango, and nor any affiliation between Pitango and such third party. Pitango does not assume any responsibility or liability for Third Party Content, or any third party’s terms of use, privacy policies, actions, omissions, or practices. Please read the terms of use and privacy policies of any third party that you interact with before you engage in any such activity.

6. INTELLECTUAL PROPERTY

As between you and Pitango, Pitango is and shall remain the sole and exclusive owner of all right, title, and interest (including, but not limited to, all Intellectual Property Rights) in and to:

- (a) the Pitango Materials, as well as any computer programs (including APIs), databases, or other Intellectual Property underlying, operating, or otherwise embodied in any Pitango Materials; and
- (b) the trademarks, service marks, trade names, service names, trade dress, symbols, brands, and logos displayed on contained on or in any Pitango Materials (“**Trademarks**”).

You acknowledge that the items in paragraphs (a) and (b) above may be protected by Intellectual Property Rights treaties and Laws. Without limiting paragraph (b) above, *Pitango, Venture Capital*, and their respective logos, are the Trademarks of Pitango or any Pitango Affiliate. Other Trademarks displayed on contained on or in any Pitango Materials may be owned by third parties.

Except for the limited right granted to you in Section 2 (*Website Access*), Pitango and its licensors reserve all rights in and to their respective Intellectual Property Rights.

7. WARRANTY DISCLAIMERS

THE PITANGO MATERIALS ARE PROVIDED AND MADE AVAILABLE TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS AND AT YOUR SOLE RISK, AND WITHOUT ANY REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, QUIET POSSESSION, TITLE, NON-INFRINGEMENT, OR THAT OTHERWISE ARISE FROM A COURSE OF PERFORMANCE OR DEALING, OR USAGE OF TRADE, ALL OF WHICH ARE HEREBY DISCLAIMED BY PITANGO AND ITS LICENSORS AND SUPPLIERS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PITANGO OR A PITANGO REPRESENTATIVE, SHALL CREATE A REPRESENTATION, WARRANTY, GUARANTEE, OR CONDITION.

IN ADDITION, NEITHER PITANGO NOR ITS LICENSORS OR SUPPLIERS MAKE ANY REPRESENTATION, WARRANTY, GUARANTEE, OR CONDITION:

- (A) REGARDING THE EFFECTIVENESS, USEFULNESS, RELIABILITY, AVAILABILITY, TIMELINESS, ACCURACY, OR COMPLETENESS OF ANY PITANGO MATERIALS;
- (B) THAT YOUR USE OF, OR RELIANCE UPON, PITANGO MATERIALS WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS;
- (C) THAT PITANGO MATERIALS WILL BE UNINTERRUPTED, SECURE, ERROR-FREE OR VIRUS-FREE, OR THAT DEFECTS WILL BE CORRECTED; OR
- (D) REGARDING THE SATISFACTION OF, OR COMPLIANCE WITH, ANY GOVERNMENT REGULATIONS OR STANDARDS.

The above disclaimers apply to the maximum extent permitted by applicable Law. You may have legal rights in your country of residence which would prohibit the above disclaimers from (fully or partially) applying to you (for example, some jurisdictions' Laws do not allow the disclaimer of certain implied warranties or conditions, and do not allow limitations to be imposed on statutory rights), and, to the extent the above disclaimers are prohibited, then you and Pitango agree that they will not apply to you.

8. LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT, FOR:

- (A) ANY CONSEQUENTIAL, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES;
- (B) ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF REVENUE, LOSS OF ANTICIPATED SAVINGS, OR OTHER ECONOMIC LOSS;
- (C) ANY LOSS OF, OR DAMAGE TO, DATA, REPUTATION, OR GOODWILL; AND/OR
- (D) THE COST OF COVER, OR OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES.

THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL APPLY: (i) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW (SUCH AS, FOR EXAMPLE, IF A JURISDICTION DOES NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR OF LIABILITY FOR PERSONAL INJURY OR DEATH CAUSED BY NEGLIGENCE); (ii) EVEN IF A PARTY HAS BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES, DAMAGES, OR COSTS; (iii) EVEN IF ANY REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE; AND (iv) REGARDLESS OF THE THEORY OR BASIS OF LIABILITY, INCLUDING WITHOUT LIMITATION BREACH OF WARRANTY, NEGLIGENCE, MISREPRESENTATION, STRICT LIABILITY, OR OTHER CONTRACT, TORT OR STATUTORY LIABILITY.

9. INDEMNIFICATION

If any third party (including, but not limited to, a regulatory or governmental authority) makes or institutes any demand, claim, suit, action or proceeding against Pitango, a Pitango Affiliate, and/or any of our or their respective directors, officers, employees, or representatives (each, an "**Indemnitee**"), and it is based upon or arises from any breach by you under this Agreement (in each case, an "**Indemnity Claim**"), then, upon written request by Pitango (to be decided in its sole discretion), you agree to assume full control of the defense and settlement of the Indemnity Claim; *provided, however*, that (a) Pitango reserves the right, at any time thereafter, to take over full or partial control of the defense and/or settlement of the Indemnity Claim, and in such cases you agree to reasonably cooperate with Pitango's defense counsel and activities at your own cost and expense; and (b) you shall not settle any Indemnity Claim, or admit to any liability thereunder, without the express prior written consent of the Indemnitee(s).

In addition, and regardless of whether (or the extent to which) you controlled or participated in the defense and/or settlement of an Indemnity Claim, you agree to indemnify and hold harmless the Indemnitee(s) for and against: (A) any costs and expenses (including reasonable attorneys' fees) incurred by the Indemnitee(s) in the defense of the Indemnity Claim; and (b) any amounts awarded against, or imposed upon, the Indemnitee(s) under such Indemnity Claim, or otherwise paid in settlement of the Indemnity Claim (including, but not limited to, any fines or penalties).

10. GOVERNING LAW; JURISDICTION AND VENUE

This Agreement (including without limitation its validity) shall be governed by, and construed in accordance with, the laws of the State of Israel, without regard to any conflicts of laws rules or principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement and is hereby disclaimed. The courts located in Tel Aviv-Jaffa, Israel shall have exclusive jurisdiction over any Dispute, and the parties hereby irrevocably and unconditionally submit to the personal jurisdiction of such courts and waive any jurisdictional, improper venue, inconvenient forum, or other objections to such jurisdiction and venue.

Regardless of any Law to the contrary, any claim or cause of action arising under, or otherwise in connection with, this Agreement must be filed within ONE (1) YEAR after such claim or cause of action arose, or else you agree that such claim or cause of action will be barred forever.

11. MISCELLANEOUS

- 11.1. Entire Agreement. This Agreement (together with its Schedules) represents the entire agreement between you and Pitango with respect to the subject matter hereof, and supersedes and replaces any and all prior and contemporaneous oral and/or written agreements, understandings and statements between you and Pitango with respect to such subject matter. You acknowledge and agree that in entering into this Agreement you have not relied on any statement or representation (whether negligently or innocently made) not expressly set out in this Agreement, such as statements and explanations in any FAQs, summaries or explanatory guides regarding this Agreement, or other marketing material on the Website.
- 11.2. Age Representation. You represent that you are at least thirteen (13) years old, but in any event of a legal age to form a binding contract. Children under the age of thirteen (13) are not permitted to access or use the Website. If you are between thirteen (13) and eighteen (18) years old, your review of (and any performance under) this Agreement must involve your parent or guardian.
- 11.3. Language; Electronic Contract. The language of this Agreement is expressly agreed to be the English language. By entering into the Agreement, you hereby irrevocably waive, to the maximum extent legally permitted, any Law applicable to you requiring that the Agreement be localized to meet your language (as well as any other localization requirements), or requiring an original (non-electronic) signature or delivery or retention of non-electronic records. We may be able (but are not obligated) to provide you with copies of this Agreement on written request; *however*, please be sure to print a copy of this Agreement for your own records.
- 11.4. Assignment. Pitango may assign this Agreement (or any of its rights and/or obligations hereunder) without your consent, and without notice or obligation to you. This Agreement is personal to you, and, except as permitted by this Agreement, you may not assign (or in any other way transfer) this Agreement (or any of its obligations or rights hereunder) without Pitango's express prior written consent. Any prohibited assignment shall be null and void.
- 11.5. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, then: (a) the remaining provisions of this Agreement shall remain in full force and effect; and (b) the Parties hereto agree that the court making such determination shall have the power to limit the provision, to delete specific words or phrases, or to replace the provision with a provision that is legal, valid and enforceable and that most closely approximates the original legal intent and economic impact of such provision, and this Agreement shall be enforceable as so modified in respect of such jurisdiction. In the event such court does not exercise the power granted to it as aforesaid, then such provision will be ineffective solely as to such jurisdiction (and only to the extent and for the duration of such illegality, invalidity or unenforceability), and will be substituted (in respect of such jurisdiction) with a valid, legal and enforceable provision that most closely approximates the original legal intent and economic impact of such provision.
- 11.6. Remedies. Except as may be expressly stated otherwise in this Agreement, no right or remedy conferred upon or reserved by any party under this Agreement is intended to be, or shall be deemed, exclusive of any other right or remedy under this Agreement, at law or in equity, but shall be cumulative of such other rights and remedies.
- 11.7. Privacy. We collect certain data and information about you in connection with your access and use of the Website. We will use, store and otherwise process such data and information in accordance with our Privacy Policy, which is hereby incorporated into, and made a part of, this Agreement by reference.
- 11.8. Waiver. No failure or delay on the part of any party in exercising any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. Any waiver granted hereunder must be in writing (for waivers by you, emails will be acceptable; for waivers by Pitango, the writing must be duly signed by an authorized representative of Pitango), and shall be valid only in the specific instance in which given.

- 11.9. Relationship. The relationship of the parties is solely that of independent contractors. Nothing in this Agreement shall be deemed to create any employment, fiduciary, joint venture, agency or other relationship between the parties.
- 11.10. Notices. You agree that Pitango may send you notices by email and/or by regular mail. Except as stated otherwise in this Agreement or required by law applicable to you, you agree to send all notices to Pitango, to: legal@pitango.com.
- 11.11. No Third Party Beneficiaries. Except as otherwise expressly provided in this Agreement (such as Pitango Affiliates, Pitango's licensors and suppliers, and Indemnitees), there shall be no third-party beneficiaries of, or under, this Agreement, and no third party shall be entitled to enforce any of these terms and conditions.
- 11.12. Force Majeure. Neither party shall be responsible for any failure to perform any obligation hereunder because of any (a) act of God, (b) war, riot or civil commotion, (c) governmental acts or directives, strikes, work stoppage, or equipment or facilities shortages, and/or (d) other similar cause beyond that party's reasonable control.