

# AGREEMENT FOR THE PROVISION OF WEBSITE HOSTING SERVICES

## **COSTOMER**

Legal Entity or Individual (over 18 years of age), hereinafter referred to as CLIENT, registered through a specific form on the website [www.provsul.com.br](http://www.provsul.com.br) or by telephone, whose information provided will be their sole responsibility.

## **CONTRACTOR**

PROVSUL-PROVEDOR DE SERVIÇOS WEB, headquartered in the city and state of Rio de Janeiro, registered with the CNPJ under No. 12.015.385/0001-40, by its legal representative, hereinafter referred to as PROVSUL.

**WEBSITE TO BE HOSTED:** Domain name informed by the CLIENT upon registration.

## **1 - OBJECT**

1.1 – The purpose of this Agreement is the provision of hosting services for the CLIENT's website, in accordance with the specifications and limits of the plan chosen by the CLIENT.

1.2 – When contracting, the CLIENT must choose the plan, always on a monthly basis. A description of the plans offered by PROVSUL is available on the website [www.provsul.com.br](http://www.provsul.com.br) or by telephone.

1.2.1 – In addition to the specific features of each plan, the CLIENT may contract, at any time, optional services offered by PROVSUL, as long as they are compatible with the plan chosen by the CLIENT.

## **2 - TERM**

2.1 – This Agreement is entered into for an indefinite period.

## **3 - PRICE AND PAYMENT TERMS**

3.1 – The first payment will imply the SUBSCRIPTION and ACCEPTANCE of the contract conditions, as well as the confirmation of the contracted plan, the frequency and the chosen payment method and the registered information. The date of this payment will mark the initial term of the contract.

3.2 – For the provision of hosting services, within the limits and specifications defined in each plan, the CLIENT will pay PROVSUL the amount set forth in the HOSTING table, according to the payment plan option, plus the bank fee for issuing the slip. (see clause 3.4)

3.3 – The contracted services must be paid by the CLIENT, subject to the limitations established for each plan, always in advance.

3.4 - Payments will be made in advance and can only be made through bank slips and the due date can be set for the 5th (five), 10th (tenth), 15th (fifteenth) or 20th (twenty) of the month.

3.5 – The first installment, charged together with the membership fee, will be calculated as described below:

(a) payment frequency will always be monthly;

(b) when contracting is carried out by the 20th (twentieth) day of a given month, the amounts to be paid will be calculated pro rata die;

(c) when the contract is carried out from the 21st (twenty-first) day of a given month, the amounts to be paid will be calculated pro rata die, plus the amount corresponding to the monthly fee for the subsequent month.

3.6 - The delay or absence of the payment agreed herein will imply a fine of 10% (ten percent), in addition to default interest of 1% per month and monetary correction according to the variation of the IGPM/FGV or IPCA/IBGE (the greater), to be calculated pro rata die on the amount of the debt and, furthermore, will result in the suspension of the provision of services, regardless of notification, until the CLIENT fully settles its debt.

3.7 - The value of the contracted services will be readjusted automatically and immediately with the shortest period allowed by law, according to the variation of the IGPM/FGV or IPCA/IBGE (the highest) regardless of any possible impediment such as civil public disorder of all kinds, revolutions, wars, climate catastrophes, epidemics, pandemics and the like.

3.7.1 – If the IGPM/FGV and IPCA/IBGE are extinguished, the index that legally replaces it will be automatically applied. In the event of its extinction, or the extinction of its substitutes, the then-current index that, at PROVSUL's discretion, best reflects inflation will be used.

3.8 – The values indicated in the WEB HOSTING table include taxes levied on the provision of services, revenue and/or billing. If new taxes are created, and also, if the current tax rates are modified, or if the tax authorities give a new interpretation to the collection of taxes, or if, in any way, PROVSUL's burdens are increased or reduced, said amounts will be immediately adjusted to reflect such changes. Any differences resulting from

this adjustment must be settled in a period not exceeding 30 (thirty) days from the date on which the price adjustment occurs.

3.9 – The values indicated in the WEB HOSTING table vary according to the space and transfer limits established in each plan.

3.9.1 - From the moment of joining the service, measurements will be made of the space and transfer used monthly by the CLIENT, with the eventual exception of pro rata use corresponding to the initial period of the contract.

3.10 – For the provision of optional services, the CLIENT will pay PROVSUL the amount previously established in the form and frequency at the time of contracting the same.

3.11 – The contracting of optional services with amounts below the limits established in the plan chosen by the CLIENT will not, under any circumstances, be compensated in subsequent periods, which is why partial payment of amounts corresponding to the provision of the service will not be accepted.

3.12 - The absence or delay in receiving the billing instrument (bank slip) by the due date will not exempt the CLIENT from the payment obligation, and the CLIENT must request the 2nd copy of the billing, under penalty of being characterized as default, subjecting the CLIENT to the sanctions provided for in this Agreement.

#### **4 - CLIENT OBLIGATIONS**

4.1 - Without prejudice to the other obligations set forth in this instrument, the CLIENT will be responsible for complying with the provisions set forth below, under penalty of immediate suspension of services, regardless of any formalities, prior notifications, etc., without any cost to PROVSUL:

4.1.1 – Pay in advance the amounts established in the WEB HOSTING table, corresponding to the chosen plan, according to the contracted payment method.

4.1.2 – Provide valid and true information upon registration and always keep the registered information updated, which will be used for contact between PROVSUL and the CLIENT, including with regard to requests such as replacing the administration and access password to the site, the CLIENT assuming full responsibility for any damages arising from non-compliance with said obligation.

4.1.3 - PROVSUL does not have access or any form of control, inspection or monitoring of the content and data transmitted or stored by the CLIENT, who is solely responsible for any placements, including those of an illegal, immoral or unethical nature, which may be carried out in the site.

4.1.4 – Use the services provided by PROVSUL in the manner established in this Agreement and under the terms of the law, further committing to:

(a) not to practice, by itself or third parties, acts that violate the law, morals and good customs, or that are harmful, affect or harm the rights of third parties, including internet users, including, but not limited to, laws of patent, copyright and/or intellectual property;

(b) not to transmit or store, by itself or third parties, with or without profit, illegal, immoral or unethical content.

4.1.5 – Do not intercept or monitor any material from the PROVSUL network that is not expressly addressed to it.

4.1.6 – Do not transmit over the network, internal and/or external, any illegal, malicious or threatening program or application, including viruses, worms, spam, or any other of a similar nature that PROVSUL, at its sole discretion, verifies and judge as being in disagreement with its internal policy, available on its website.

4.1.7 – Do not store or use content or programs that, at PROVSUL's discretion, may harm the functioning of the infrastructure used to provide PROVSUL's services, including the operating system and server applications.

4.1.8 – Check the origin of programs or files and decide whether or not to download or send them, being your sole responsibility for the risk of virus contamination existing in said operation.

4.1.9 – Do not exceed the amount of storage space, as well as not transfer or allow data to be transmitted through the hosted website, in a volume greater than that established in the contracted plan.

4.1.9.1 – If the usage limits established for the contracted plan are exceeded, the excess data will be subject to loss without recovery conditions.

4.1.10 – Be responsible for all activities related to the programming and operation of the site, except for those demonstrably inherent to PROVSUL due to the provision of services contracted herein.

4.1.11 – Keep PROVSUL harmless and safe from any judicial or administrative proceeding, arising from the breach of the CLIENT's obligations established in this Agreement, including being responsible for reimbursement of any expenses demonstrably incurred by PROVSUL in its defense of said proceedings.

4.1.12 – Be responsible for the registration of the domain to be hosted before the competent body, including with regard to registration and maintenance costs.

## **5 - OBLIGATIONS OF PROVSUL**

5.1 - Without prejudice to the other obligations set forth in this instrument, PROVSUL will be responsible for complying with the provisions set forth below:

5.1.1 – Provide the service object of this Agreement in accordance with the specifications and limits of the plan contracted by the CLIENT.

5.1.2 – Make all necessary efforts to maintain the efficiency of the infrastructure shared by its CLIENTS, adopting all necessary measures to avoid any damage to the functioning of the service.

5.1.3 – Provide technical support to the CLIENT consisting of configuration information for publishing pages, reading and sending emails.

5.1.3.1 – Telephone support available to the CLIENT, which will be from 9:00 am to 7:00 pm, Monday to Friday (except holidays) or via email [suporte@provsul.com.br](mailto:suporte@provsul.com.br).

5.1.4 – Inform the CLIENT 3 (three) days in advance about the interruptions necessary for technical adjustments or maintenance that require more than 3 (three) hours in duration and that may cause damage to the operation of the contracted service. The maintenance to be reported are solely and exclusively those that interfere with the operation of the hosted site.

5.1.4.1 – The interruption foreseen in the previous clause will be carried out, preferably, in a period not exceeding 3 (three) hours, between 12 a.m. and 06 a.m.

5.1.4.2 - Emergency maintenance is exempted from the application of the above devices, in order to understand those necessary for the solution of events that jeopardize the regular functioning of the shared infrastructure or represent a risk to the security of all CLIENTS, due to vulnerabilities detected by PROVSUL.

5.1.4.3 – Interruptions for maintenance in the provision of ancillary services are also exempt from the above devices, such as, for example, a reporting service that does not imply damage to the operation of the site, interruptions that will last for the time necessary to solve the detected irregularities, however, it cannot exceed a period of 30 (thirty) calendar days.

5.1.5 – Inform the CLIENT about any damage caused by the CLIENT due to the use of programs and/or content stored on its website.

5.1.6 – Maintain the availability of the hosted website at 99.5% (ninety-nine point five percent) of the time.

5.1.7 - Provide proportional discounts, in the event of interruptions whose duration causes the non-achievement of the guaranteed availability percentage above, provided that they are mentioned interruptions are notified to PROVSUL by the CLIENT, within a period of up to 7 (seven) days, counted from the date of occurrence.

5.1.7.1 - Interruptions that occur under the terms of clause 5.1.4 above, as well as those resulting from action or omission by the CLIENT, acts of God or force majeure events, causes that are beyond the control capacity will not be computed for the purposes of the discount. from PROVSUL, such as failure in the connection provided by the telecommunication service provider.

5.1.8 – Carry out and maintain, for a period of 7 (seven) days, the backup of the information of the entire hosting environment, without differentiating the customers, which will be treated in an integral and indivisible way.

5.1.8.1 – The use of backup constitutes PROVSUL's exclusive prerogative to guarantee the restoration of customer data, the eventual loss of which results from failure in the provision of the service by PROVSUL. The restoration will be treated in an integral and indivisible way.

## **6 - TERMINATION**

6.1 – This Agreement may be terminated at any time, by either party, upon prior notice of 30 (thirty) days in relation to the interruption of the service.

6.2 – This Agreement will be terminated by operation of law, regardless of any notification, in the following cases:

(a) declaration of bankruptcy or civil insolvency of either party;

(b) if determined, by the Government, its agents and/or whoever does it, to carry out repairs on the property where the infrastructure used to provide services by PROVSUL is located that cannot be carried out without prejudice to continuity in the provision of services contracted herein;

(c) in case of expropriation of the property where the IHC is located, orders, prohibitions or other acts issued by the Government, its agents and/or whoever acts in their place;

(d) for reasons of unforeseeable circumstances or force majeure that make it impossible to continue providing the service.

6.3 – This Agreement may be terminated by PROVSUL, at its sole discretion and upon simple notification with immediate effect to the CLIENT, in the following cases:

(a) if PROVSUL is aware that the CLIENT is performing any act in breach of the obligations assumed in this Agreement, in particular those established in clause 4 and its sub-items.

(b) absence or delay by the CLIENT in fulfilling payment obligations for a period exceeding 15 (fifteen) days from the due date.

6.3.1 – At PROVSUL's discretion, instead of sending a notification with immediate effect to the CLIENT, PROVSUL may notify the CLIENT, granting it a specified period for correcting the irregularity. While the correction of the irregularity is provided, PROVSUL reserves the right to suspend the provision of services. After the period granted and the irregularity not remedied, this Agreement will be terminated by operation of law.

6.4 – This Agreement may be terminated by the CLIENT, at its sole discretion and upon simple notification with immediate effect to PROVSUL, in the event of non-compliance with the obligations assumed in this Agreement, in particular those established in clause 5 and its sub-items.

6.5 – The termination of the Contract, in any case, is subject to the CLIENT paying off all the amounts corresponding to the contracted services.

6.6 – Termination of the Agreement, in any event, will result in the removal of data stored on the hosted website, with no possibility of recovery.

## **7 - SUSPENSION OF SERVICES**

7.1 – Once the services are suspended, for any of the reasons provided for in this Agreement, the CLIENT will be informed of the reasons that led to said suspension, and a specified period will be granted to remedy the irregularity. The reconnection will only be carried out after confirmation by PROVSUL of the regularization.

7.1.1 – At PROVSUL's discretion, the reconnection of the service may also be subject to the payment of a fee provided for in the WEB HOSTING table.

7.2 – The absence of regularization by the CLIENT within the period granted, will characterize the termination of the Agreement, under the terms of item 6.4.

7.3 – Under no circumstances may the period of suspension of services be compensated for in future charges or computed for purposes of discounts.

## **8 - PROTECTION OF SERVICES**

8.1 – In order to guarantee the ideal functioning of the infrastructure used to provide the services by PROVSUL and preventing its customers from being harmed by problems arising from a certain website hosted on the same server, PROVSUL is hereby authorized to enable or disable commands and/or change the configuration of the server when necessary for its optimal functioning, in addition to the other preventive measures contained in this Agreement.

## **9 – ALERT ABOUT THE USE OF THE ANTIVIRUS PROGRAM**

9.1 - PROVSUL maintains in use and makes available to the CLIENT an antivirus program for the treatment of files transmitted in the EMAIL service, however, said antivirus does not represent full protection for the CLIENT, and there may always be unknown viruses and/or program failures antivirus.

9.2 – Under no circumstances will PROVSUL be liable for any damage resulting from the CLIENT's decision to download and/or send programs and files via the Internet that may be contaminated by any type of electronic virus.

## **10 - PASSWORD**

10.1 - The passwords that allow access to the content and administration (programming and changes) of the hosted site will be sent, via email, only once, to the person in charge indicated by the CLIENT at the time of contracting.

10.2 – It is the CLIENT's sole and exclusive responsibility for the use of passwords by anyone other than the person indicated in the contracting act, since PROVSUL does not have any interference with the use of the password initially provided.

10.3 – The replacement of passwords will only be attended to by PROVSUL upon presentation by the applicant of the information that proves its legitimacy to carry out the request. After confirming the information registered by the CLIENT, PROVSUL will send the new password to the registered "e-mail".

## **11 - OWNERSHIP OF THE DOMAIN REGISTRATION**

11.1 – If the CLIENT is not the owner of the domain of the website hosted before the competent registration body, he declares, under the penalties of civil and criminal law, to maintain a valid contractual legal

relationship with the legitimate owner of the domain or to be duly authorized by him to host in own name the said website.

## **12 - DEFAULT COMMUNICATION AUTHORIZATION**

12.1 – In the event of delay in the payment of any amount arising from the provision of contracted services, the CLIENT expressly authorizes PROVSUL to inform said default to the credit protection agencies.

## **13 - NOTIFICATIONS**

13.1 – For the purposes of this Agreement, notifications to the CLIENT are considered to be correspondence (including e-mails) sent to the address or fax number included in the CLIENT's registration. In this act, the CLIENT expressly authorizes PROVSUL to send said notifications by email.

13.2 – For the purposes of this Agreement, notifications to PROVSUL are considered to be correspondence (including e-mails) sent to the address or fax number published on the website [www.provsul.com.br](http://www.provsul.com.br), or sent by e-mail to the address [contato@provsul.com.br](mailto:contato@provsul.com.br).

## **14 - CONFIDENTIALITY**

14.1 – Although PROVSUL does not have access or any form of control, inspection or monitoring of the content and data transmitted or stored by the CLIENT on the hosted website, both parties undertake not to disclose any information to third parties confidential information of the other party that they may become aware of as a result of the provision of the contracted service.

14.1.1 - For the purposes of the provisions of this Agreement, the following shall not be confidential in nature:

- (a) information that is normally available to the public other than as a result of disclosure and breach of confidentiality of this Agreement;
- (b) information that is available to that party, on a non-confidential basis, from an independent source;
- (c) information that has been independently obtained or developed by that party without breach of this Agreement;
- (d) information that must be provided to a governmental or judicial authority, in accordance with applicable law.

## **15 - JURISDICTION**

15.1 – The parties elect the Central Forum of the Judicial District of Rio de Janeiro, to resolve any controversy arising from this contract, to the exclusion of any other, however privileged it may be.

Rio de Janeiro-RJ, January 2, 2002.