

LICENSE TERM AND POLICY OF USE AND PRIVACY OF SOFTWARE FOR FINAL USERS (AGREEMENT)

This **AGREEMENT** is signed between JOYSTICKET LTDA, a private legal entity incorporated and governed by the laws of Brazil, the State of São Paulo and the City of São Paulo, enrolled with the CNPJ / MF under number 18.768.070/0001 -50, with headquarters at Rua Oscar Freire, 1431, conj. 204, Pinheiros, CEP 05409-010, São Paulo - SP - Brazil, as contracted and hereinafter referred to as "**JOYSTICKET**", and by the End User, as defined in the definitions table in item XX of this **AGREEMENT**, hereinafter by "**CONTRACTOR**".

CLAUSE 1. DEFINITIONS.

1.1. The terms and expressions below, when initialed in capital letters in this **AGREEMENT**, in the singular or plural, in the masculine or feminine, shall have the meanings indicated below:

- **Achievements:** are goals defined by the Developers to be reached by users participating in the Joystick Platform. Upon reaching the achievements, the user will win the amount of tickets corresponding to that achievement.
- **Content:** is defined as any information, data, communications, software, photos, videos, graphics, music, sounds and other materials and services that can be viewed by users on the Joystick Platform. This includes forums, chat, and other original content.
- **Developers:** are the companies that develop / make available the games on the Joystick Platform.
- **Google Analytics:** is a web analytics tool that helps website owners understand how visitors get involved with your site. Google Analytics customers can see a variety of reports on how visitors interact with your site, so they can improve it. Google Analytics collects information anonymously. Reports site trends without identifying individual visitors.
- **Hacking:** It's what computer criminals (or hackers) do when they try to penetrate a computer system while cheating on their security features.
- **Joystick Platform:**
- **Redemption:** Ticket exchange for products or services available on Joystick Platform.
- **Tickets:** virtual currency of Joystick that end users will earn and accumulate upon reaching the achievements and / or other objectives made available on the Joystick Platform which may be redeemed / exchanged for prizes corresponding to the amount of Tickets accumulated by the End User. Subject to product availability at the time of the exchange / redemption request.
- **End User:** These are People who register on the Joystick Platform in order to accumulate Tickets playing games, to exchange / redeem prizes.
- **Coupons:** Coupons are used to give more tickets to users and can be used in social networks, events, partnerships, and other situations in Joystick Platform. The coupon is for **PERSONAL AND INTRANSFERABLE USE**. If JOYSTICKET notices that a coupon was used improperly, the End User will be banned from the Platform Joystick, losing its accesses and its purchased tickets.

- Web Beacons: series of techniques used to monitor who is reading a web page, email and / or computer data. It can also be used to check if an email has been read or if a particular subject has been copied improperly to another site.

CLAUSE 2º. ACCESS.

- 2.1. This **AGREEMENT** is signed pursuant to art. 54 of Law No. 8.078 / 1990 - Consumer Protection Code - and adhering to it, the **CONTRACTING PARTY** agrees and declares that it has read, understood, and accepted all its Clauses in full, and its partial acceptance is denied.

CLAUSE 3. OBJECT.

- 3.1. The purpose of this **AGREEMENT** is the provision of entertainment services by **JOYSTICKET** to the **CONTRACTOR**, consubstantiated in the provision of access to the Software developed by **JOYSTICKET**, called the Joystick Platform, in which the **CONTRACTING PARTY** may accumulate Tickets, through Achievements obtained in games on lines from **JOYSTICKET** Partner Developers.
- 3.2. The Tickets accumulated by the **CONTRACTOR** may be exchanged for products or services available on the Joystick Platform, subject to delivery conditions, freight and stock availability.
- 3.3. In addition to accumulating Tickets through Achievements, the **CONTRACTOR** may acquire them by payment with credit card, responds to surveys within the Joystick Platform, indicating friends who will become users of the Joystick Platform, since the referred friend obtains at least one achievement, performing login via social networks and gaining promotional coupons at events, social networking, marketing actions of partners and advertisers Developers Platform Joystick.
- 3.4. Tickets can only be used within the Joystick Platform, are non-transferable between users and linked to each Joystick Platform access account created by the **CONTRACTOR**, it is not possible to transfer Tickets from one account to another, even if they belong to the same **CONTRACTOR**.
- 3.5. For the **CONTRACTOR** to receive the Tickets, it is necessary that within the Developer game, **JOYSTICKET** partner, log in with the same email used to login to the Joystick Platform or with the same account for Facebook. Because of this **JOYSTICKET** may collect data from your Facebook account. **THE CONTRACTING PARTY** you can receive news and updated information from the Joystick Platform through Facebook
- 3.6. The email mentioned in item 3.4 must be a Gmail provided by Google.
- 3.7. The **CONTRACTOR**, through each account linked to the Joystick Platform, exchanges its Tickets for products or services through the Re s gate.

- 3.8. Each product or service available on the Joystick Rescue Platform will be awarded a price on Tickets.
- 3.9. Each product or service provided in the Joystick Platform has its specific redemption rule according to its supplier, whether physical or virtual.
- 3.10. Each account linked to the Platform Joystick may only use Tickets to rescue one (1) product or service within the period of thirty (30) days. This period may be modified by **JOYSTICKET** at its sole discretion and may be reduced or increased.
- 3.11. Before you can exchange your Ticket for a product or service there is a check whether there are any types of fraud in obtaining the Tickets for the account linked to Joystick. If the existence of fraud is recorded, the Redemption of the product or service will be canceled, and the account will be banned from Joystick Platform, without any type of indemnification to the **CONTRACTOR** or refund of Tickets.
- 3.12. Any Hacking actions by the **CONTRACTING PARTY** will cause its immediate and perpetual ban from the Joystick Platform, with immediate exclusion of all accounts that have linked to the Joystick Platform.
- 3.13. **JOYSTICKET** reserves the right to change at any time the price in Tickets of the products and services available on the Joystick Platform, as well as replace them with others or even withdraw them from the list of products and services available for redemption. In the Joystick Platform store the product or service may be unavailable indefinitely.
- 3.14. After the redemption has taken place, the reason for sending can take up to 60 calendar days. **JOYSTICKET** is not responsible for delays higher than stipulated in this item for acts of fault of the government, strikes, acts of God and Force Majeure.
- 3.15. **JOYSTICKET** reserves the exclusive right to modify or discontinue access to the Platform Joystick, including any of its features at any time with or without notice. **JOYSTICKET** will not be liable before the **contractor** or any third party if it chooses to exercise this right. Any new features that enhances or increases current services in Joystick Platform will also be subject to this **AGREEMENT**.
- 3.16. The Achievements obtained by the End User before registering on the Joystick Platform will not entitle the respective Tickets resulting from these Achievements.

CLAUSE 4 th. COLLECTION OF CONTRACTOR DATA.

- 4.1. **JOYSTICKET** collects personal data and activities of the **CONTRACTOR**, which may be linked.
- 4.2. **JOYSTICKET** uses technologies such as cookies (small files stored on **CONTRACTOR** browser) A, or Web Beacons unique device identifiers to identify the **contractor's** computer or device so you can offer a better

experience. The **JOYSTICKET** systems also record information such as the browser, operating system, and IP address of the **contractor**.

- 4.3. **JOYSTICKET** also commonly may collect personally identifiable information that the **contractor** provides r like Facebook ID, email, Facebook, encrypted IMEI, key to recognizing devices, for example, when using the Android, will be a secure key for Android c om the permission of the **contractor**. If authorized by the **contractor**, the **JOYSTICKET** ha can also access profile information and other information services like Facebook. The **JOYSTICKET** systems can associate this personal information to the activities of the **CONTRACTING PARTY** during the use of the **JOYSTICKET** Software (such as the pages that the **CONTRACTOR** sees or the links that clicked or search arguments in the search field).
- 4.4. **JOYSTICKET** will collect data of minors, as defined in Law, but the use of these data will always be conditioned to the precepts of the current legislation on the collection and use of these data.
- 4.5. The **CONTRACTING PARTY** may request to view or delete its personal data from the **JOYSTICKET** database. If anyone believes that were inadvertently gone Pickup your personal information, you should contact the **JOYSTICKET** via email help@joystick.com.br to the exclusion of measures of the requested data are taken.
- 4.6. Personal data will be kept even when the **CONTRACTING PARTY** requests the exclusion of account from **JOYSTICKET**.
- 4.7. If the **CONTRACTING PARTY** wishes that all its data is excluded, it should expressly request its exclusion, by means of the email help@joystick.com.br. In this case **JOYSTICKET** will remove the personally identifiable information and other preferences associated with the **CONTRACTOR's** account immediately, but may retain other data indefinitely.
- 4.8. The **contractor** controls whether **JOYSTICKET** shares ha personal data with partners and other users who want to interact within Software. Other data collected by **JOYSTICKET** that do not identify the **CONTRACTOR** may be shared by **JOYSTICKET** with its partners and other users of the Software.
- 4.9. **JOYSTICKET** may share personally identifiable information with trusted partners to provide the **contractor** relevant ads, offers or services. In case the **CONTRACTOR** wishes to deactivate this service, you must inform **JOYSTICJKET** by means of help@joystick.com.br.
- 4.10. Advertising companies collect anonymous data through the Software. The **CONTRACTING PARTY** can deactivate by means of the help@joystick.com.br email.
- 4.11. Ad companies may use and collect anonymous data about their interests to personalize content and advertising in the Software. The data of interest and location can be linked to the **CONTRACTOR's** device, but are not linked to its identity. The **CONTRACTING PARTY** can deactivate by means of the help@joystick.com.br email.

- 4.12. The **CONTRACTOR** may request privacy questions or cancel the marketing.
- 4.13. If the **contractor** has questions or concerns about the privacy policies of **JOYSTICKET** contact through email help@joystick.com.br.
- 4.14. If the **CONTRACTOR JOYSTICKET** provided the contact information, but do not want s contact is made with promotional or marketing information, you can delete via email help@joystick.com.br. Upon request, the **Contractor** shall allow enough time for the request to be processed.
- 4.15. Service providers access data on behalf of **JOYSTICKET**. To serve you, the **JOYSTICKET** may share personal and anonymous information from the **contractor** with other companies, including suppliers and contractors. The use of information is limited to those purposes and subject to agreements that require them to keep the information confidential. The suppliers of **JOYSTICKET** provide assurance that they take reasonable steps to protect the data they hold on behalf of **JOYSTICKET**, although data security cannot be guaranteed.
- 4.16. Analytical companies can access anonymous data (such as IP address or **contractor** of the device ID) to help **JOYSTICKET** understand how their services are used. They use this data solely on behalf of **JOYSTICKET**. Except in aggregate form; no data is shared in relation to any individual user.
- 4.17. Analytical data from the **JOYSTICKET** Software is currently collected through Google Analytics . [Click to view the privacy policies of the company that govern the use of the data.](#)

CLAUSE 5 th. PRIVACY POLICY AND CHOICES.

- 5.1. **JOYSTICKET** takes steps to protect personal information from the **contractor**.
- 5.2. **JOYSTICK ET** takes reasonable steps to protect personally identifiable information from the **contractor** against unauthorized access or disclosure. This includes the encryption of data on pages where the **contractor** provides payment information. However, no security or encryption method can be guaranteed to protect information from hackers or human errors.
- 5.3. The information collected may be stored or processed in computers located in any country where **JOYSTICKET** own business.
- 5.4. Special situations may require the disclosure, by **JOYSTICKET**, of data of the **CONTRACTOR**, as determined by governmental authorities.
- 5.5. To operate the service, **JOYSTICKET** can also ha provide information identifiable and anonymous to third parties in the following limited circumstances: (1) with the express consent of the **contractor**, (2) when the **JOYSTICKET** believes in good faith and required by law, (3) when **JOYSTICKET** believes it is necessary to protect its rights or property, or (4) any successor or buyer in merger, acquisition, liquidation, dissolution, or sale of assets of **JOYSTICKET**. The consent of the **contractor** shall not be required to disclosure in such cases, but the **JOYSTICKET** attempt to notify you, to the extent permitted by law.

- 5.6. The **contractor** may have review further information related to privacy.
- 5.7. This privacy policy was last updated 10/18/2017 and may be updated by **JOYSTICKET** without prior notice to the **CONTRACTING PARTY**, the latter being notified at the time of the update, at which point you must agree to the new terms. This item is applicable to the entire **AGREEMENT** and all its provisions.

CLAUSE 6 th. TERMS AND CONDITIONS OF JOYSTICKET PLATFORM.

- 6.1. By using the Joystick Platform the **CONTRACTOR** acknowledges and accepts its terms of use integrally.
- 6.2. **JOYSTICKET** provides Mobile application **JOYSTICKET** and various related services identified by Platform Joystick to the **contractor** and other users, subject to acceptance by the **contractor** with all terms, conditions and notices contained or referenced in this **AGREEMENT**, as well as any other written agreement between **JOYSTICKET** and **CONTRACTOR**. In addition, when using specific services or materials on the Joystick Platform, users must be subject to any published rules applicable to such services or materials that may contain terms and conditions other than those contained in this **AGREEMENT**. All such guidelines or rules are hereby incorporated by reference into this **AGREEMENT**.
- 6.3. BY USING THE JOYSTICKET PLATFORM, THE **CONTRACTING PARTY** ACCEPTS TO FULFILL ALL OBLIGATIONS ESTABLISHED BY THIS **AGREEMENT**. IF THE **CONTRACTOR** DOES NOT WISH TO SUBJECT THIS **AGREEMENT** SHALL THE EXIT JOYSTICKET PLATFORM IMMEDIATELY. The ACCEPTANCE OF **CONTRACTOR** ON THE FULFILLMENT OF THIS **AGREEMENT** BECOMES EFIC AZIMMEDIATELY ON DECK USE JOYSTICKET.
- 6.4. THIS **AGREEMENT** is effective as of 10/18/2017. **JOYSTICKET** reserves expressly the right to change this **AGREEMENT** from time to time without notice. The **CONTRACTING PARTY** acknowledges and agrees that it is your responsibility to revise this **AGREEMENT** from time to time and to become familiar with any modifications. The use by the continuous **CONTRACTOR** of the Joystick Platform after such modifications will constitute the acknowledgment of eventual alterations of the **AGREEMENT** and the agreement to comply and be bound to it after the modifications.

CLAUSE 7 th. CONDUCT OF THE CONTRACTOR ON THE JOYSTICKET PLATFORM.

- 7.1. The use of Joystick platform is subject to all laws and regulations applicable to the **contractor**, which is solely responsible for the content of your communications through it. By posting information or using any communications service, chat room, message board, newsgroup, available games ratio or other interactive service that may be available to the **contractor** on or through the Joystick Platform, the **contractor** agrees that will not upload, share, publish, or otherwise distribute or facilitate the distribution of any content - including text, communications, software, images, sounds, data, or other information - which:

- a. unlawful, threatening, abusive, harassing, defamatory, misleading, fraudulent, invasive of another's privacy, tortuous, contains explicit or graphic descriptions or statements of sexual acts (including, but not limited to, sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates the rules or policies contained in this **AGREEMENT**;
- b. victimize, caution, demean or intimidate an individual or group of individuals based on religion, gender, sexual orientation, race, ethnicity, age, or disability;
- c. infringe any patent, trademark, trade secret, copyrights, right of publicity or other proprietary right of any party;
- d. advertising or unauthorized unsolicited junk or bulk email (also known as "spam"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
- e. contain software viruses or any other computer code, files or programs that have been designed or intended to disrupt, damage, or limit the operation of any telecommunications software, hardware or equipment or damage or gain unauthorized access to any data or other information from any third party; or
- f. impersonates any person or entity, including any employee or representative of **JOYSTICKET**.

7.2. The **JOYSTICKET** does not endorse or assume liability for the contents of any material uploaded or submitted by third - party users of the Platform Joystick. Usually, **JOYSTICKET** does not lecture, monitor, or edit content posted by users in communications services, chat rooms, forums, newsgroups, list of available games or other interactive services that may be available on or through the Platform Joystick. However, **JOYSTICKET** and its agents have the right, in its sole discretion, to remove any content that, at its discretion and judgment, does not comply with this **AGREEMENT** and any other rules of conduct of the user for the Joystick Platform, that is, of otherwise harmful, objectionable, or inaccurate. The **JOYSTICKET** Marketing Executive is not responsible for any failure or delay in removing such content. The **contractor** agrees to such removal and waive any claim against **JOYSTICKET** resulting from this removal of content. For a description of the procedures to be followed in case any party believes that the content published on the Joystick Platform infringes any patent, trademark, trade secret, copyright, publicity right or other property right of any nature, the **CONTRACTOR** shall please contact **JOYSTICKET** by e-mail help@joystick.com.br .

7.3. In addition to the provisions in the previous item, the **CONTRACTING PARTY** cannot use your account to violate the security of another account or try to gain unauthorized access to another network or server. Not all areas of the site may be available to the **CONTRACTOR** or other users linked to the Joystick Platform. The **CONTRACTING PARTY** shall not interfere with the use and enjoyment of Joystick Platform by other users or other similar services. Users who violate systems or network security may incur criminal or civil liability.

7.4. The **contractor** agrees that **JOYSTICKET** can, at any time and in its sole discretion, terminate your membership, account, or other affiliation with the Joystick platform without notice if the **contractor** violates any of the provisions of

this **AGREEMENT**. In addition, the **contractor** acknowledges that **JOYSTICKET** cooperates fully with investigations of violations of systems or network security at other sites, including cooperating with the authorities responsible for law enforcement in the investigation of criminal violations of suspicion.

CLAUSE 8 th. SITES AND INFORMATION FROM THIRD PARTIES.

8.1. The Joystick Platform may link the **CONTRACTOR** to other sites on the Internet or otherwise include references to information, documents, software, materials and / or services provided by other parties. These sites may contain information or material that some people may find inappropriate or offensive. These other sites are not under the control of **JOYSTICKET** and the **contractor** acknowledges that **JOYSTICKET** is not Marketing Executive I for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites, nor are we responsible for errors or omissions in any reference to other parties or their products and services. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement or association with the site or part of it **JOYSTICKET** p, or warranty of any kind, express or implied

CLAUSE 9 th. INTELLECTUAL PROPERTY.

9.1. By accepting this **AGREEMENT**, the **CONTRACTOR** recognizes and agrees that all content of what was presented to him in Joystick Platform is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws and is the exclusive property of **JOYSTICKET** and / or from your partners or suppliers. The **contractor** may only use the content as expressly authorized it **JOYSTICKET** p or the specific content provider. Except for a single copy made for personal use only, the **CONTRACTOR** may not copy, reproduce, modify, republish, post, publish, transmit or distribute any Joystick Platform documents or information in any form or in any form without prior written consent d **JOYSTICKET** or the specific content provider, and the **contractor** is solely responsible for obtaining permission before reusing any material protected by copyright available on the Platform Joystick. Any unauthorized use of materials appearing on the Joystick Platform may violate copyright, trademark, and other applicable laws and may result in criminal or civil penalties.

9.2. Neither **JOYSTICKET** or their affiliated grant in or represent that the use of materials displayed on or obtained through the Platform Josyticket by the **contractor** will not infringe rights of third parties. The **CONTRACTOR** shall always make a contact via e-mail with **JOYSTICKET** for a description of the procedures to be followed in case any party believes that the content published in the Joystick Platform infringes any patent, trademark, trade secret, copyright, publicity right or other right of property of any third party , and must do so through the help@joystick.com.br e-mail .

9.3. All graphics, icons, logos, and personalized service names are trademarks in the process Subscribed, registered trademarks or service marks of **JOYSTICKET** or its affiliated. All other trademarks or service marks are the property of their respective owners. Nothing in these **AGREEMENTS** gives the **CONTRACTOR** any right to use any trademark, service mark, logo, and / or the name of **JOYSTICKET** or its affiliates.

CLAUSE 10 th. UNAUTHORIZED USE OF MATERIALS.

- 10.1. The **contractor** is subject to **JOYSTICKET's** Privacy Policy, any communication or material that the **contractor** transmits to Joystick Platform or the **JOYSTICKET**, either by e-mail, post, or other means, for whatever reason, will be treated as non - confidential and not owner. While the **CONTRACTING PARTY** retains all rights in such communications or materials, it grants **JOYSTICKET** and its agents and affiliates a non - exclusive, non - paid, perpetual and worldwide license to copy, distribute, display, perform, publish, translate, adapt, modify, and otherwise use such material for any purpose, regardless of shape or medium (now known or not known) in which it may be used.
- 10.2. The **contractor** will not air should not send confidential or proprietary information to **JOYSTICKET** Platform unless expressly and mutual agreed and in writing. There will not be accepted by **JOYSTICKET**, under any circumstances, ideas or unsolicited proposals submitted by the **contractor**, and the **contractor** should avoid sending them.
- 10.3. **JOYSTICKET** respects the intellectual property of others and the **contractors** should do the same.

CLAUSE 11 st. DISCLAIMER OF WARRANTIES.

- 11.1. ALL MATERIALS AND SERVICES ON THE JOYSTICKET PLATFORM ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PURPOSE. SUCH PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. NO WARRANTY THAT (A) THE SERVICES AND MATERIALS WILL MEET YOUR REQUIREMENTS, (B) THE SERVICES AND MATERIALS WILL BE UNINTERRUPTED, THEMED, SECURE OR ERROR - FREE, (C) THE RESULTS THAT MAY BE OBTAINED S BY THE USE OF THE SERVICES OR THE MATERIALS SHALL BE EFFECTIVE, ACCURATE OR RELIABLE , OR (D) THE QUALITY OF ANY PRODUCT, SERVICE, OR INFORMATIONPURCHASED OR OBTAINED BY THE **CONTRACTOR** ON DECK JOYSTICKET OR **JOYSTICKET** AND ITS AFFILIATES WILL MEET EXPECTATIONS OF THE **CONTRACTOR**, OR BE FREE OF ERRORS,OMISSIONS OR DEFECTS.
- 11.2. The JOYSTICKET PLATFORM WILL POWER CONTAIN TECHNICAL OR OTHER ERRORS, INEX ACTIVITIES OR TYPOGRAPHICAL OMISSIONS. The **JOYSTICKET** CAN MAKE CHANGES IN THE MATERIALS AND SERVICES ON DECK JOYSTICKET, INCLUDING THE PRICES AND DESCRIPTIONS OF ANY PRODUCT LISTED IN IT AT ANY TIME WITHOUT NOTICE. THE MATERIALS OR SERVICES AT JOYSTICKET PLATFORM CAN BE CLOSED, AND **JOYSTICKET** TAKES TO UPDATE SUCH MATERIALS OR SERVICES COMMITMENT.
- 11.3. USE OF THE SERVICES OR THE DOWNLOADING OF DATA OR OTHER ACQUISITIONS OF ANY MATERIAL THROUGH THE JOYSTICKET PLATFORM IS MADE BY A FREE AND SPONTANEOUS WILL OF THE **CONTRACTING PARTY**, WHICH WILL BE LIABLE FOR ANY DAMAGE TO THE SYSTEM OF YOUR COMPUTER OR DATA THAT RESULTS OF SUCH ACTIVITIES.

- 11.4. By using the Joystick Platform, the **CONTRACTOR** may have the opportunity to engage in business transactions with other users and suppliers. The **CONTRACTOR** acknowledges that all transactions relating to any goods or services offered by any suppliers or other users, including but not limited to the conditions of purchase, payment terms, warranties, guarantees, maintenance and delivery terms relating to such transactions, are agreed solely between the seller and / or buyer of such goods and services and the **CONTRACTING PARTY**. THERE IS NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH, OR ABOUT THE PLATFORM JOYSTICKET, AND THE **CONTRACTOR** UNDERSTANDS AND AGREES THAT SUCH TRANSACTIONS ARE PERFORMED BY ITS OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY PRODUCTS, SERVICES, MATERIAL, OR INFORMATION AVAILABLE ON OTHER PLATFORM P JOTSTICKET OF A THIRD PARTY IS PROVIDED BY SUCH THIRD UNAMENTE, NOT HER P **JOYSTICKET** OR ANY OF ITS AFFILIATES.
- 11.5. The content available through the Joystick platform usually represents the opinions and judgments of an information provider, s user or other person or entity not connected to **JOYSTICKET**. **JOYSTICKET** does not endorse, nor is it responsible for the accuracy or reliability of any opinion, advice or statement made by anyone other than an authorized spokesman **JOYSTICKET** speaking in his official capacity.
- 11.6. The **CONTRACTOR** understands and agrees that temporary interruptions of services available through the Joystick Platform may occur as normal events. The **contractor** also understands and agree that **JOYSTICKET** has no control over third party networks that the **contractors** can access during the use d the Joystick Platform and therefore, delays and disruption of other network transmissions are completely beyond the control of **JOYSTICKET**.
- 11.7. The **contractor** understands and agrees that the services available on Joystick Platform are provided "AS IS" and that **JOYSTICKET** not assume and no responsibility for the correctness of time, exclusion, incorrect delivery, or failure to store any user communications or personalization settings.
- 11.8. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO **CONTRACTOR**.

CLAUSE 12 th. LIMITATION OF LIABILITY.

- 12.1. IN NO EVENT SHALL **JOYSTICKET** OR ITS AFFILIATES BE LIABLE P ELO **CONTRACTOR** OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA PROFIT OR LOSS, BUT NOT HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE JOYSTICKET PLATFORM OR ANY WEB SITE REFERENCED OR ON TO IT.
- 12.2. IN ADDITION, **JOYSTICKET IS** NOT LIABLE IN ANY CASE FOR PRODUCTS AND SERVID3W OFFERED BY THIRD PARTIES IN JOYSTICKED PLATFORM OR FOR ASSISTANCE TO CONDUCT TRANSACTIONS IN IT, INCLUDING WITHOUT LIMITATION THE PROCESS OF PURCHASE ORDER.

12.3. SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR CONSEQUENTIAL DAMAGES OR LIMITATION OF LIABILITY FOR INCIDENTAL, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO **CONTRACTOR**.

Clause 13 th. INDEMNITY.

13.1. At the request of **JOYSTICKET**, the **contractor** agrees to defend, indemnify, and hold the **JOYSTICKET** and its harmless affiliates from all liabilities, claims and expenses, including attorneys' fees, arising from the use or misuse of Joystick Platform. **JOYSTICKET** reserves the right, at its own expenses, to assume the exclusive defense and control of any matter subject to indemnification by the **contractor**, in which case the latter will cooperate the first to assert the defenses available.

Clause 14 th. SECURITY AND PASSWORD.

14.1. The **contractor** is solely responsible for maintaining the confidentiality of your password and account and for all **statements** made and acts or omissions that occur using your password and account. Therefore, the **contractor** must take steps to ensure that others do not have access to your password and account. The team **JOYSTICKET** will never ask for the password of the **contractor**, who cannot should not transfer or share its account with anyone, reserving **JOYSTICKET** the right to immediately terminate your account if the **contractor** transfers or shares it.

ARTICLE 15 th. Participation in promotions.

15.1. From time to time, the Joystick Platform can ha include advertisements offered by third parties. The **contractor** may enter into or participate in promotions of advertisers showing their products on the platform Joystick . Any contacts or promotions, including the delivery of and payment for goods and services and any other terms, conditions, warranties or representations associated with such contacts or promotions, are solely between the **contractor** and the owner. **JOYSTICKET** will not assume any responsibility or obligation for any part of such contact or promotion.

Clause 16 th. E-MAIL MESSAGES, BLOGS, AND CHAT SERVICES.

16.1. **JOYSTICKET** may offer email services, messages, blogs, or chat (collectively, "Communications") available to users of **JOYSTICKET** platform, directly or through an external source. **JOYSTICKET** will offer in this case, separate agreements that will rule the relationship between the **contractor** and **JOYSTICKET** for these services, which always includes the terms of this **AGREEMENT**.

16.2. **JOYSTICKET** will not inspect or disclose the contents of private communications, except with the consent of the sender or recipient, communications with **JOYSTICKET** or in narrowly defined situations and set out in the Privacy Act Electronic Communications or as other required by law or COURT or government order.

16.3. **JOYSTICKET** may employ devices or automated monitoring techniques to protect from unsolicited mass communications users (well known as "spam") and / or other types of electronic communications that judges inconsistent with their business objectives. However, such devices or techniques are not perfect and **JOYSTICKET** not will be liable for any legitimate communication blocked or by any unsolicited communication that is not blocked.

Clause 17 th. INTERNATIONAL USE.

17.1. Although the Joystick Platform can be accessed worldwide, the **JOYSTICKET** makes no representation that materials in Joystick Platform are appropriate or available for use in locations outside of Brazil and it is forbidden to access them from territories where their contents are illegal. Those who choose to access the Platform Joystick from other locations do so on their own initiative and are responsible for compliance with local laws. Any offer for any product, service and / or information made in connection with Joystick Platform is void where prohibited.

ARTICLE 18 th. TERMINATION OF USE

18.1. The **contractor** agrees that the **JOYSTICKET** can have in its sole discretion, terminate or suspend your access to all or part of Joystick Platform with or without notice and for any reason, including, without limitation, breach of this **AGREEMENT**. Any suspected fraudulent, abusive, or illegal activity may be grounds to terminate the relationship of the **contractor** and can be forwarded to the authorities responsible for law enforcement.

18.2. Upon termination or suspension, regardless of the reasons, the right of the **contractor** to use the services available in Joystick Platform ceases immediately and the **contractor** acknowledges and agrees that the **JOYSTICKET** can have immediately deactivate or delete your account and all related information and files in your account and / or block any access additional to those files or the Platform Joystick. The **JOYSTICKET** will not be responsible before the **contractor** or a third party for any claims or damages arising from any termination or suspension or any other actions taken by it in connection with such termination or suspension.

Clause 19 th. WARNINGS.

19.1. All notices to a party and another must be made in writing and by e-mail: help@joystick.com.br.

Clause 20 th. COMPLETE AGREEMENT.

20.1. This **AGREEMENT** constitutes the entire agreement and understanding between the **JOYSTICKET** and the **contractor** on the subject using the Joystick Platform and supersedes all prior agreements and understandings of the parties in relation to this matter. This **AGREEMENT** does not can be changed or supplemented by

the use of any other document (s), except by the will and disposition of **JOYSTICKET** to better adapt it to the use of Joystick Platform and legislation. Any attempt to alter, supplement or amend this **AGREEMENT** or enter an order for products or services subject to additional terms and conditions or altered will be invalid, unless otherwise agreed in a written **AGREEMENT** signed by the parties. To the extent that anything or associated with platform Joystick is in conflict or inconsistent with this **AGREEMENT**, is and **AGREEMENT** have will precedence.

CLAUSE 21th. JURISDICTION.

21.1. It is elected the Court of the District of São Paulo, State of São Paulo in the event of any action court which has the aim to enforce this **AGREEMENT** or any discussion of it from, fitting the prevailing party the right to be reimbursement from the costs and attorney fees incurred according to Procedural Law into force.

ARTICLE 22 th. MISCELLANEOUS.

22.1. The **contractor** cannot assign their rights and obligations under this **AGREEMENT** to any party, and any attempt to do so will be invalid. The **JOYSTICKET** may assign its rights and obligations of this **AGREEMENT** without the need for consent of the **contractor**.

22.2. The **contractor** agrees not to sell, resell, reproduce, duplicate, copy or use for any commercial purpose any part of Joystick Platform or use of or access to it.

22.3. In addition to any excuse provided by applicable law, **JOYSTICKET** should not be responsible for the lack of delivery responsibility or delay in delivery of goods and services available in Joystick Platform arising from any event that is not of its reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, act or government regulation, and other causes or events beyond its reasonable control, whether or not similar to those enumerated above.

22.4. If any part des t and **AGREEMENT** is held invalid or unenforceable, that part shall be construed in a manner consistent with applicable law to reflect, as much as possible, the original intentions of the parties and the remaining portions shall remain in full force and effect.

22.5. Any breach by d the **JOYSTICKET** to enforce or exercise any provision of this **AGREEMENT** or related right shall not constitute a waiver of such right or provision.

ARTICLE 23 th. CONTACT INFORMATION.

23.1. Any questions contact help@joystick.com.br .