



# TERMS AND CONDITIONS OF USE

ORBIX



## NDD ORBIX TERMS AND CONDITIONS OF USE

Please **carefully read the Terms and Conditions of Use** ("Terms") of the NDD Orbix app contained on this page. From the moment you access the NDD Orbix application, regardless of your registration or identification as a specific user, you agree and accept all the terms and clauses contained in this Term. **If you do not agree to any of the provisions set out in these terms and conditions, you must not use the NDD Orbix App.**

Always concerned about people, NDD TECH devotes the greatest efforts to guarantee, for all, the full exercise of their rights, especially their personality rights. Therefore, privacy and protection of personal data are at the heart of NDD TECH's concerns. These Terms of Use, therefore, seek to demonstrate how NDD TECH positions itself in relation to the use of your Personal Data, as well as what are the rights and duties that you can exercise and how the instructions described below refer to the NDD Orbix application.

### 1. SERVICES OFFERED

These Terms and Conditions of Use are intended to govern access to and use of the NDD **Orbix** application ("Application") by you, the user ("**You**" or "**User**"), made available by **NDD TECH** or its **Affiliates**.

You can find NDDs at the following addresses:

- a) Brazil: Rua Dr. Walmor Ribeiro, 431 Coral, Lages-SC, CEP 88523-060.
- b) Spain: Calle Valportillo Primera 5, puerta 281 – Alcobendas – 28108 Comunidad de Madrid.
- c) United States: 4625 Morse Rd. Suite 100 – zip code 43230 – Columbus – Ohio.
- d) Mexico: Arlequin 78, Vergel de Arboledas, 52945 – Atizapán de Zaragoza – State of Mexico.
- e) África do Sul: Green Office Building Myrtle Road, Nwe Germany, 3610, P.O. Box 362 Pinetown 3600.

The Application aims to assist partners in the administration of the infrastructure and the provision of printing, covering all prints made in the Client's environment, through a cloud-based control management platform, established through the Orbix NDD Portal.

The application allows the Client and the Partner to have access to print flow data, with print accounting methods, environmental impact reports and the possibility of using printers, with analysis of the need for supplies and monitoring of processes and printing in establishments registered in the application.

Through NDD Orbix it is possible to monitor the need or not for replacement of supplies, obtain reports of the replenishments already made, the amount of use of each input in each machine, the amount of inputs in stock, and also production indicators of each printer existing in the Client's environment.

Based on the data captured from each machine, the NDD Orbix application makes customized reports of each Client's equipment, which allows analytical monitoring of operations, through the Client's production indicators. In addition, it monitors printer failures, whether they are system failures (e.g., divergence of captured data) or hardware failures (e.g., paperless printer) and allows you to query the occurrences of events even after they have been shut down on each machine.

With this information, therefore, it is clarified and You declare to be **aware** and **agree** that the services made available by the NDD Orbix application are limited to the analysis and monitoring of printing activities, computers and their resources, with identification of Users even when the impressions are generated by mobile phones or tablets (through an application) with the preparation of complete reports and Notices of need and definition of replenishment policies or printing behavior. It should be noted that the services provided by the NDD Orbix application, in no case and under no circumstances, cover the provision of printing services per se, nor the production, monitoring or storage of the content, as such, of the prints made.

Any problems arising from this provision of service or related to the printing itself are the **full and exclusive** responsibility of the Customer, the Partner responsible for the maintenance of the printing infrastructure and supplies, or the User himself, and must be resolved directly between the parties.

It is important for You, User, Partner or Client, to know that the management of your account and the implementation of the instructions transmitted to the NDD Orbix application are the sole responsibility of the person providing the information, including the possibility for the Client to maintain, suspend or delete the accounts of the Users on the NDD Orbix application.

## **2. ABOUT THESE TERMS AND CONDITIONS OF USE**

It will always be possible to access these Terms, both on the Website and in the Applications made available by NDD. It should also be noted that these Terms should always be read and construed in conjunction with the Company's Privacy Policy, as they are supplemental to each other. The Privacy Policy is also permanently available.

In addition, we inform you that these Terms will be constantly evolving and may change at any time without the need for prior notice or notification. Consequently, it is essential that you revisit this page from time to time to check for changes. To know whether there has indeed been any change since it was last read, just look at the date of the last version of the document, which is always presented at the bottom of the last page. If we have changed any of the provisions of these Terms, and you do not agree to the changes, you must immediately stop using the Orbix NDD App.

It is possible that some Users, as a result of the professional activity or package contracted within the NDD Orbix applications, have access to some specific functionalities and services, not available to conventional Users of the application, such as, for example, the possibility of creating behavioral policies for a certain print queue in a specific workstation.

For these Users, therefore, there may be specific Terms of Use, service agreements, and Policies. Therefore, if there is any contradiction between the general documents and the specific documents intended for special types of Users, the provisions of the specific documents shall always prevail.

## **3. COMMUNICATION CHANNELS**

If it is necessary for You to contact NDD TECH for any reason related to the Application, all indications must be made through the Communication Channel available in the Application itself, or through email [adm.europe@nddprint.com](mailto:adm.europe@nddprint.com).

If there are any questions or suggestions regarding the Terms and Conditions of Use and the Privacy Policy made available by NDD, communication should be made exclusively by email, at the following address: [comitedeprotecaodedados@ndd.tech](mailto:comitedeprotecaodedados@ndd.tech).

## **4. ACCEPTANCE OF TERMS AND CONDITIONS OF USE**

By using the NDD Orbix App, You represent that You have read and understood all of the rules, conditions, and obligations set forth in this Term. From this use, you also express your **free, express and informed consent** to all the provisions described in this Term.

## 5. DEFINITIONS OF WORDS AND EXPRESSIONS

In order to avoid conceptual confusion between some words and expressions, specific definitions that are essential for a proper understanding of these Terms and the Privacy Policy will be presented below. Therefore, as of this document, the following words and expressions should be interpreted with the following meanings.

**Customer:** all companies that control their printing infrastructure and supplies through the Orbix NDD application and benefit from the provision of the analytics service.

**Partner:** company responsible for the implementation of the NDD Orbix application in the Client. You may also be responsible for managing and tracking printing activities, as well as making print supplies available.

**User:** all those people who, in some way, interact with the NDD Orbix application.

**Persona:** refers to the different roles that a user can assume, simultaneously or not, in the use of the NDD Orbix application.

**Application:** This term includes all interfaces, websites, applications for mobile devices that may be available, server applications or legacy systems, services made available by NDD Orbix in digital media and content made available by NDD, including, but not limited to, the preparation of reports, the provision of query environments, with the possibility of customization of the Services Portal by the Client.

**Service Portal:** a centralizing environment for the actions of the Client or Partner, which guarantees greater autonomy to them, with clearer visibility of operations and the possibility of accessing informative guides, for example, on how to proceed in everyday situations (for example, paper jams in printers).

**Events:** Any activity performed or monitored as a result of the activity or inactivity of a printing press. From failures in the equipment itself, such as the jamming of a sheet of paper on a certain machine or the identification that a certain supply has run out (hardware events) to the analysis of divergences of the captured data (system events).

**Behavioural Policies:** these are the filters established by the Client on the platform, such as the possibility of printing on one or both sides, in colour or black and white, file size,

quality and type of document, as well as determination of the traceability of prints by means of security marks that determine the login data, the time, date, print queue, and tracking code.

## 6. CADASTRE

Depending on the service you wish to use within the Application, it may be necessary to complete an identification registration. In these cases, you may have to legitimately declare that you are of legal age (18 years old) or that you have already been emancipated, enjoying full legal capacity to carry out the acts of civil life, without shame.

From the moment you start using our services, it is also necessary for you to declare that you are aware that you are solely and exclusively responsible, including civilly and criminally, for requesting the accuracy and accuracy of the information provided in the Registration and for ensuring that the information transmitted to the Application can be verified whenever necessary.

If NDD TECH identifies any type of malicious and/or fraudulent attitude in the provision of incorrect or false information, registered in its system by any User, it may suspend or cancel the registrations that it considers to violate the rules and guidelines established by NDD TECH.

## 7. OBLIGATIONS OF USERS

You shall keep records with your Personal Data up-to-date and secure, providing complete and accurate information, taking the necessary precautions so that such information is not accessed by anyone other than you. Your login details should remain solely at your disposal and that of no one else.

You must also choose a strong password, and it is your sole and complete responsibility to maintain the confidentiality of your password and any other non-public account information.

By accepting the use of the Application and, consequently, accepting these Terms, You understand and are aware that **all** actions that may be carried out by third parties with your access data are your sole responsibility. This liability does not depend on whether the access occurred by virtue of your own voluntary provision of the access data to others, *which is against the rules set out in this Term*, or whether, by reason of negligence, third parties had access to your data.

The App is not responsible for any loss you may incur as a result of someone using your username, password or account, with or without your knowledge.

Any damage resulting from the misuse of the information provided to the Application or reaching the domain of third parties, as well as the improper use and violating the conditions of respectability of the NDD Orbix application are the full and exclusive responsibility of the User, the Partner or the Customer of the Application, to the extent of the participation of each.

In short, You are fully responsible for any and all activities carried out under Your account and therefore agree to notify NDD TECH immediately of any unauthorized use of Your account or any other breach of security, so that necessary action can be taken.

As a condition of using the Application, you are expressly prohibited from engaging in activities for purposes that are illegal or prohibited by the Application and/or NDD.

Access to the Orbix NDD App is prohibited in a manner that could damage, disable, overburden, or weaken any Application server or any network connected to any NDD server.

All personal data of third parties to which You have access as a result of the use of the NDD Orbix application will be considered Confidential Information and will therefore be processed by You. The disclosure, in any form and by any means, of such personal data is strictly prohibited.

## **8. NDD TECH OBLIGATIONS**

In relation to NDD TECH's obligations related to the availability of the NDD Orbix application, it must ensure the availability of the contracted service, in a virtual space suitable for the execution of the software, so that all those who must have access to the information, i.e. the most diverse Users of the system, with their respective persons, can access the full data and functionalities of the system to which they have privileged access.

You are also obliged to direct all necessary efforts to guarantee the security and confidentiality of the personal data processed by the application, making them available only in circumstances that meet your legitimate expectations and in those expressly provided for in these terms and conditions of use, in the privacy policy or in the contracts that govern the personal data processing activities carried out by NDD TECH on behalf and at the risk of the Data Controllers.

NDD TECH undertakes to keep the contracted service available 24 (twenty-four) hours a day, every day of the week, considering as an adequate level of service the availability for 98% of the time, calculated monthly, except:

- In cases of planned outages, which will be notified at least eight (8) hours in advance by email or notice in the System; or

- In any case of unavailability caused by acts of God or force majeure, governmental actions, floods, fires, earthquakes, civil strife, acts of terrorism, strikes or labor problems, failures or delays of the Internet service provider.

## 9. RESIGNATIONS

NDD, in addition to other limitations and disclaimers provided for in these Terms and Conditions of Use, in the Privacy Policy, in contracts intended for specific types of Users, as well as in contracts that establish legal relationships between NDD, its customers and partners, with the direct or indirect objective of providing services related to the NDD Orbix application, If any, **you will not be** responsible for:

- a. For the content of any printing made on Customers' printing presses;
- b. Ensure that the logged-in User is, in fact, the User who is using the Application platform, as the security mechanisms are already in place from the moment the User is created in the Application;
- c. To ensure the effective replenishment of the supplies necessary for the commissioning of the equipment;
- d. Due to any unavailability, errors resulting from instabilities or inconsistencies in data transmission, the quality of the internet connection or failures in its availability that prevent proper access to the Orbix NDD application;
- e. For tax obligations under the exclusive responsibility of Partners, Clients and Users.

The Orbix NDD application is an enabler for the management of print flows, as well as the identification of Users, control of printing mechanisms to adapt to the need for supply replenishment, preparation of productivity or downtime reports and other correlates, with the specific purpose of facilitating and optimizing corporate printing environments. In addition, it has the functionality of monitoring computers in order to monitor their resources and status.

Therefore, all the use of the printing machines and the execution of maintenance and alterations of supplies are **the sole responsibility of the Client, the Partner or the User himself**, and NDD cannot be liable, under any circumstances or in any way, for any damages caused, whether of a moral or material nature.

## 10. GOVERNING LAW



All rules, conditions, obligations, as well as all other provisions contained in these Terms and Conditions of Use, shall be governed by the legislation in force in the European Union and, in particular, by the legislation in force in Spain.

## **11. ELECTION FORUMS**

You **know** and **accept** the choice of the MADRID SPECIFICATION FORUM AS THE FORUM OF CHOICE, in the format defined in Spanish law, so you have jurisdiction over any controversy that may eventually arise in relation to these Terms and Conditions of Use of the NDD Orbix Application.

Last updated: December 11, 2023.