



**TERMS AND
CONDITIONS OF USE**

NDD PRINT (360)



NDD PRINT TERMS & CONDITIONS OF USE (360)

Please **carefully read the NDD Print (360) App Terms and Conditions of Use** ("Terms") contained on this page. From the moment You access the NDD Print (360) 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 provision set out in these terms and conditions, you must not use the NDD Print (360) 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 rights and duties may be exercised by you and how. The instructions described below refer to the NDD Print (360) application.

1. SERVICES OFFERED

These Terms and Conditions of Use are intended to govern access to and use of the **NDD Print 360** 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:

1. Brazil: R. Heitor Villa Lobos, 525 - São Francisco, Lages - SC, 88506-400.
2. Spain: Calle Valportillo Primera 5, puerta 281 – Alcobendas – 28108 Comunidad de Madrid.

The Application aims to assist Customers in the administration of the infrastructure and the provision of printing, covering all prints made in the Customer's environment, through a cloud-based control management platform, established through the NDD Print 360 Portal.

The application allows the Customer to have access to print flow data, with print accounting methods, environmental impact reports and the possibility to use user printing behavior policies.

All the activity carried out from the NDD Print application (360) aims to facilitate the control of prints, with valuation of each cash flow produced by the team and development of behavioral policies for the Client's Users so that there is greater control over what can be

printed, and in what way, even before sending the document to the print queue. The ability to create behavioral policies can also be used to track printing and automate print patterns.

The platform has a database that allows you to monitor who requested a print, on what date, where the request came from, how many pages the document has, whether they were colored or not, what is the value of the print, for which application it was requested, from which workstation and printer ID, what is the cost center involved, among others.

Therefore, the NDD Print (360) application performs the general management of the prints made on the equipment by the Customers to the Print Users, maintaining a report of each printing event.

By this information, therefore, it is clarified and You declare to be **aware** and **accept** that the services made available by the NDD Print application (360) are limited to the analysis and monitoring of printing activities, with identification_ of Users even when impressions are generated by mobile phones or tablets (through an application) with the elaboration of comprehensive reports and behavioral policies of It does not cover, in any way and under any circumstances, the provision of printing services per se, nor the production, monitoring and 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, a User, Partner or Customer, to know that the management of your account and the execution of the instructions transmitted to the NDD Print (360) application **are the sole responsibility of the person providing the information**, including the possibility for the Customer to maintain, suspend or delete the Users' accounts on the NDD Print (360) 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 TECH. 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 NDD Print (360) app.

It is possible that some Users, as a result of the professional activity or package contracted within the NDD Print (360) 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 on 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 necessary, you may have the Communication Channel available in the application itself, or by e-mail, using the address adm.europe@niddprint.com.

If there are any doubts or suggestions regarding the Terms and Conditions of Use and the Privacy Policy made available by NDD TECH, the communication must be made exclusively by email, at the comitedeprotecaodedados@nidd.tech.

4. ACCEPTANCE OF TERMS AND CONDITIONS OF USE

By using the NDD Print (360) application, 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 print infrastructure and supplies through the NDD Print (360) application and that benefit from the provision of the print analysis and tracking service, their data flow, creation of behavioral policies, preferences, environmental impacts, etc.

Partner: company responsible for the implementation of the NDD Print (360) application on 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 Print (360) application.

Persona: refers to the different roles that a user can assume, simultaneously or not, in the use of the NDD Print (360) application.

Application: This term includes all interfaces, websites, mobile applications that may be available, server applications or legacy systems, services made available by NDD Print (360) on digital media, and content made available by NDD TECH, including, but not limited to, the preparation of reports, the provision of query environments, with the possibility of customization of the Service Portal by the Client.

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

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 Print application (360) 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 your use of the App, you are expressly prohibited from engaging in activities for purposes that are illegal or prohibited by the App and/or NDD TECH.

Access to the NDD Print (360) application is prohibited in any manner that could damage, disable, overburden, or weaken any application server or any network connected to any NDD TECH server.

All personal data of third parties to which You have access as a result of the use of the NDD Print (360) 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 Print application (360), 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 ensure the security and confidentiality of the personal data processed by the application, making it available only in circumstances that meet your legitimate expectations and in those explicitly 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 Responsible.

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:

- a. In cases of planned outages, which will be notified at least eight (8) hours in advance by email or notice in the System; or
- b. 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 TECH, in addition to other limitations and disclaimers provided for in these Terms and Conditions and Use, in the Privacy Policy, in contracts intended for specific types of Users, as well as in contracts that establish legal relationships between NDD TECH, its customers and partners, with the direct or indirect objective of providing services involving the NDD Print application (360), 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. Due to the hierarchical profiles created by the Client within the platform, since NDD TECH only provides this possibility of variation of Personas;

- d. By the policies and rules of behavior and liberator created by the Client or the Partner within the platform, since NDD TECH only provides this possibility to select filters, minimum parameters and printing priorities;
- e. Any unavailability, errors resulting from instabilities or inconsistencies in data transmission, the quality of the internet connection or failures in its availability that prevent adequate access to the NDD Print application (360);
- f. For tax obligations under the exclusive responsibility of Partners, Clients and Users.

The NDD Print application (360) is a facilitator for the management of print flows, as well as the identification of Users, control of printing mechanisms to adapt to the need/specificity of the Client, with the specific purpose of facilitating and optimizing corporate printing environments.

Therefore, all 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 TECH is not 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 PLIEGO DE CONDICIONES DE MADRID forum as the forum of choice, in the format defined in Spanish law, so you have jurisdiction over any dispute that may eventually arise in relation to these Terms and Conditions of Use of the_NDD Print Application (360).

Last updated: april 2024.