



**TERMS AND  
CONDITIONS OF USE**

NDD PRINT (MPS)



## **NDD PRINT TERMS AND CONDITIONS OF USE (MPS)**

Please **carefully read the Terms and Conditions of Use** ("Terms") of the NDD Print (MPS) application contained on this page. From the moment You access the NDD Print (MPS) application, regardless of registration or identification as a specific user, You agree and accept all the terms and clauses contained in these Terms. **If you disagree with any provision set out in these terms and conditions, you must not use the NDD Print (MPS) application.**

Always concerned about people, NDD TECH dedicates the highest efforts to ensure, 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 can be exercised by You and how. The instructions described below refer to the NDD Print (MPS) application.

### **1. SERVICES OFFERED**

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

You can find NDD at the following addresses:

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

The Application aims to assist partners in the administration of infrastructure and print supply, covering all prints made in the Customer's environment, through a cloud control management platform, established through the NDD Print MPS Portal.

The application allows the Client and the Partner to have access to print flow data, with methods for accounting for impressions, 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 Print (MPS) it is possible to monitor the need or not for replenishment of supplies, obtain reports of the replenishments already made, the amount of use of each supply in each machine, the amount of supplies in stock, and also production indicators of each printer in the Customer's environment.

Based on the data captured from each machine, the NDD Print (MPS) application performs customized reports of each Customer's equipment, which enables analytical monitoring of operations, through the Customer's production indicators. In addition, it monitors printer failures, whether they are system failures (e.g., divergence of captured data) or hardware (e.g., paperless printer) and makes it possible to consult occurrences of Events even after they have been closed on each machine.

By this information, therefore, it is clarified and You declare to be **aware** and agree **that** the services made available by the NDD Print application (MPS) are limited to the analysis and monitoring of printing activities, with identification of Users even when the impressions are generated by mobile phones or tablets (through an app) with the preparation of complete reports and notices of need and definition of policies of replenishment or behavior of printouts. It should be noted that the services provided by the NDD Print application (MPS), in no way and under no circumstances, encompass the provision of printing services per se, nor the production, monitoring or storage of the content, itself, of the prints made.

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

It is important for You, User, Partner or Customer, to know that the management of their account and the execution of the instructions passed on to the NDD Print application (MPS) are the sole responsibility of the person providing the information, including the **possibility for the Customer to maintain, suspend or delete the accounts of Users in the NDD Print application (MPS).**

## **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 interpreted in conjunction with the company's Privacy Policy, as they are complementary to each other. The Privacy Policy is also permanently available.

In addition, we make You aware that these Terms will be constantly evolving and may change at any time without the need for notice or notice to You. Accordingly, it is essential that You revisit this page from time to time to check for any changes. To find out if, in fact, there has been any change since its last reading, 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 (MPS) application.

It is possible that some Users, as a result of the professional activity or package contracted within NDD Print (MPS) 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 behavior 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 specific documents intended for special types of Users, the provisions of the specific documents will always prevail.

### **3. COMMUNICATION CHANNELS**

If it is necessary for You to contact NDD TECH for any reason related to the Application, all directions must be made through the Communication Channel available in the application itself, or via e-mail, using the address [adm.europe@niddprint.com](mailto:adm.europe@niddprint.com).

If there are any questions 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 e-mail, at the address [comitedeprotecaodedados@nidd.tech](mailto:comitedeprotecaodedados@nidd.tech).

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

By using the NDD Print (MPS) application, You declare that You have read and understood all 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 to a proper understanding of these Terms and the Privacy Policy

will be presented below. Thus, from this document, the following words and expressions must be interpreted with the following meanings.

**Customer:** a company that controls its printing infrastructure and supplies through the NDD Print application (MPS) and that benefits from the provision of the service and analysis.

**Partner:** company responsible for the implementation of the NDD Print application (MPS) at the Client. It may also be responsible for managing and monitoring printing activities, as well as making printing supplies available.

**User:** all those who, in some way, interact with the NDD Print (MPS) application.

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

**Application:** this term includes all interfaces, websites, applications for mobile devices that may be made available, server applications or legacy systems, services made available by NDD Print (MPS) in digital media and content made available by NDD TECH, including, but never limited to, preparation of reports, provision of consultation environments, with the possibility of customization of the Service Portal by the Customer.

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

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

**Behavior Policies:** are the filters established by the Client on the platform, such as the possibility of printing single or double-sided, in color or black and white, file size, quality and type of document, as well as determination of traceability of printouts by security marks that determine login data, 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 fill out an identification registration. In these cases, it is possible that You will 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 embarrassment.

From the moment You start using our services, it is also necessary that You declare that You are aware that You are solely and exclusively responsible, including civilly and criminally, for requesting the correctness and accuracy of the information provided in the Registration and for ensuring that the information passed on 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 deems 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 access data must remain only 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 agreeing to use 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 established in this Term* – or if, due to reasons of negligence, third parties had access to your data.

The Application cannot be held liable 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 erroneous use of information provided to the Application or that reaches the domain of third parties, as well as the misuse and that violates the conditions of respectability of the NDD Print application (MPS) are the full and exclusive responsibility of the User, the Partner or the Client of the Application, to the extent of the participation of each one.

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

As a condition of your use of the Application, You are expressly prohibited from carrying out activities for purposes that are unlawful or prohibited by the Application and/or NDD Europe.

Access to the NDD Print Application (MPS) in any manner that could damage, disable, overload or debilitate any Application server or any networks connected to any NDD TECH server is prohibited.

All personal data of third parties accessible to You as a result of the use of the NDD Print 360 application shall be considered as Confidential Information and shall therefore be treated by You. It is strictly forbidden to disclose, in any form and by any means, such personal data.

## **8. NDD TECH'S OBLIGATIONS**

In relation to NDD TECH's obligations, related to the availability of the NDD Print (MPS) 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, that is, the most diverse Users of the system, with their respective personas, can access the fullness of the data and functionalities of the system to which they have privilege of access.

It is also obliged to direct all necessary efforts to ensure the security and confidentiality of personal data processed by the application, making them available only in circumstances that satisfy their 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 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 interruptions, which will be notified at least eight (8) hours in advance by e-mail or notice in the System; or
- In any case of unavailability caused by unforeseeable circumstances or force majeure, government actions, floods, fires, earthquakes, civil conflicts, acts of terrorism, strikes or labor problems, failures or delays of the Internet service provider.

## 9. DISCLAIMERS

NDD TECH, 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 TECH, its customers and partners, with the aim of directly or indirectly providing services involving the NDD Print application (MPS), If they exist, you **will not** be responsible for:

- a. For the content of any printing made on the Customers' printing machines;
- b. To ensure that the logged-in User is, in fact, the User who is using the Application's platform, since the security mechanisms are already established from the moment the User is created in the application;
- c. For ensuring the effective replacement of the necessary supplies for the operationalization of the equipment;
- d. By any unavailability, errors derived from instabilities or inconsistencies in the transmission of data, by the quality of the internet connection or by failures in its availability that prevent adequate access to the NDD Print 360 application;
- e. For tax obligations under the sole responsibility of Partners, Clients and Users.

The NDD Print (MPS) application is a facilitator of the management of printing flows, as well as the identification of Users, control of printing mechanisms to adapt to the need for replenishment of supplies, preparation of productivity or inactivity reports and other correlates, 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 **exclusive responsibility of the Customer, the Partner or the User himself**, and NDD TECH is not responsible, under any circumstances or in any way, for any damages caused, whether of a moral or material nature.

## 10. APPLICABLE 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. FORUMS OF CHOICE

You are aware of and agree to the choice of the forum SPECIFICATION OF MADRID AS THE FORUM OF CHOICE, IN THE FORMAT DEFINED IN SPANISH LAW, so that you



have jurisdiction over any dispute that may eventually occur regarding these Terms and Conditions of Use of the NDD Print Application (MPS).

Last updated: april 2024.