These terms and conditions, between NCARE SOLUÇÕES EM TECNOLOGIA LTDA - ME, legal entity of private law, with a legal entity national register number CNPJ: 20379687 / 0001-25, with a headquarter at sítio sapucai, s / n, Bairro da Serrinha, São Sebastião da Bela Vista, cep: 37567-000, Minas Gerais, Brazil, represent and owner of SELECT CARE APP, hereinafter referred as DEVELOPER. On the other party, qualified upon a personal registration data, claiming to be fully legal capable and able to perform civil law acts, hereinafter referred to as ADHERE/CLIENT, create a legal binding agreement of ADHESION CONTRACT, to be governed by applicable law, under law no. 8,078 / 90, as well as the terms and conditions set forth herein.

The terms and conditions herein apply to all users of SELECT CARE whether a visitor, commercial user, subscriber, member or a client and you are only authorized to use the App if you agree to abide by all applicable federal and state laws and be legally bound by the terms and conditions of this Agreement.

**FIRST CLAUSE – APP DESCRIPTION**

1.1 This App is a support tool to provide the ADHERE/CLIENT more information on industrialized products to ensure a better understanding on the label glossary, in order to bring greater awareness to the ADHERE/CLIENT.

**1.2 SELECT CARE App is a merely informative aid tool, not replacing the recommendation and orientation from the client’s health care professionals.**

**SECOND CLAUSE - AGREEMENT**

2.1 SELECT CARE use and App service is subject to the ADHERE/CLIENT’s prior acceptance in this licensed application term agreement, so when using SELECT CARE App the ADHERE/CLIENT must agree after reading, understanding and accepting all the terms, rules and conditions herein.

2.2 The DEVELOPER and its affiliates, at any time, reserve themselves the right to add new or additional terms, conditions on the use without any prior or subsequent notice to the ADHERE/CLIENT. (I) suspend, cancel or interrupt access to the site and / or application and (II) remove, change and / or update all or part of the site and / or application, as well as their content and / or terms of use and privacy policy, modify, suspend or discontinue the services or any part or content thereof.

If the ADHERE/CLIENT does not agree with the content or any subsequent term of use change, the DEVELOPER is obliged to cancel your user registration, uninstall and it will not be able to use the app. Any change and / or update of these terms of use and privacy policy shall be effective from the date of its publication on the site and / or application and must be fully observed by the ADHERE/CLIENT.
2.3 The ADHERE/CLIENT agrees that the service can be slow or unavailable for consultation in situation update, server maintenance, internet failure or provider delays, and for reasons beyond the control of the DEVELOPER or force majeure. The DEVELOPER does not guarantee, represent, or warrant that your use of the services will be uninterrupted or error-free, and you agree that from time to time it may remove the services for indefinite period of time, cancel the services at any time, or otherwise limit or disable your access to the services without noticing you.

2.4 SELECT CARE App does a localization service data usage by GPS. The ADHERE/CLIENT may grant application access to the location services through the authorization system used by mobile operating system (operating platform) from the user. The DEVELOPER can also identify the exact location of the ADHERE/CLIENT’s device when the application is running in the foreground or in the background. The DEVELOPER may also deduct the approximate user location from the IP address (Internet Protocol).

2.5 The DEVELOPER may collect information about the ADHERE/CLIENT’s mobile’s device including, for instance, hardware model, operating system and version, names and versions of files, language preferences, device’s unique identifier, advertising identifiers, serial number, movement’s device information and network information.

2.6 The DEVELOPER may also receive information from other sources and associate them with information gathered through its services, for example, the USER can link, create or access SELECT CARE’s account through social networks (facebook, instagram, twitter, others) or other API social media, and may also receive information about the ADHERE/CLIENT or their connections through these.

2.7 The services may integrate social sharing features and other related tools, which allows the ADHERE/CLIENT to share actions related to the DEVELOPER’s services with other applications, websites, media and vice versa. The use of these resources consents the ADHERE/CLIENT to share information with third parties, depending on the established settings with the social sharing service. Sharing services are subject to the privacy policies related to such services.

2.8 SELECT CARE shall use reasonable efforts to protect information submitted by the ADHERE/CLIENT in connection with the services, but it agrees that its submission of such information is at the ADHERE/CLIENT’ sole risk. The DEVELOPER hereby is released from any, all liability to the ADHERE/CLIENT for any loss or liability relating to such information in any way.
THIRD CLAUSE- USING OUR SERVICES-THE PROPOSAL, THE SERVICES AND SUBMISSION

3.1 The DEVELOPER has offered to the CLIENT who has an user account the availability of using SELECT CARE APP in order to obtain more information on industrialized products, understanding the common label terms by renewable monthly subscription automatically through monthly payment.

3.2 The DEVELOPER offers a free trial of SELECT CARE App to the ADHERE/CLIENT for a trial period and it can be modified or canceled without any previous noticing.

3.2.1 Certain paid subscriptions may offer a free trial prior to charging your payment method. If you decide to unsubscribe from a paid subscription before we start charging your payment method, cancel the subscription before the free trial ends.

3.2.2 The DEVELOPER shall grant the ADHERE/CLIENT with professional trained health registration, thus demonstrated through professional license to have beyond the free trial prior referred to in item 3.2, it will be discharge from App access payment for a period of 6 months and may be renewed or suspended according the ADHERE/CLIENT’s discretion without any notice.

3.4 A monthly subscription is required to access SELECT CARE’s application with an user ADHERE/CLIENT’s registration and the payment is at Apple Store, Google Play and Windows Phone, with automatic renewal directly debited from the account linked to the specified shops.

3.4 When performing the service subscription the CLIENT has the right to make use in accordance with item 3.2, until cancelled in the manage subscriptions section of the ADHERE/CLIENT’s account settings, if not canceled by the ADHERE/CLIENT the subscription will be automatically renew.

3.5 This term follows the rules of the provided stores as referred in the ninth clause, which the ADHERE/CLIENT has previously accepted:

Apple Store:

Google Play:

Windows Phone
FOURTH CLAUSE – SUBSCRIPTION

4.1. All subscription is directly made via Apple Store, Google Play and Windows Phone through their respective stores, which are responsible for the financial transaction, renewal and cancellation. The DEVELOPER has no control over these transactions and reimbursement amounts, according to the terms of use of their shops, already accepted by the user on the download app.

4.2 A subscription service is monthly renewed by registered credit card payment in the specific ADHERE/CLIENT’s App store, under an user registration, until the service is canceled by the same.

4.3 The values can be charged in other currencies, according to ADHERE/CLIENT’s region and also the app store.

4.4 All the service prices and formats are subject to change, which will be announced by the respective stores.

4.5 Nevertheless a subscription is tied to a service, if any devices to access the app from the ADHERE/CLIENT is lost or stolen, the DEVELOPER is not responsible for the non-use of the app and the ADHERE/CLIENT must cancel or suspend its subscription or it will remain responsible for the payment of the subscription and the automatic renew.

FIFTH CLAUSE DISCLAIMER OF WARRANTIES; LIABILITY LIMITATION

5.1 The ADHERE/CLIENT is responsible for all necessary equipment to access SELECT CARE application, also all internet connection costs, including any and all costs charged by mobile operators and its direct and indirect partners, and like any other cost.

5.2 The ADHERE/CLIENT undertakes not to disclose to third parties login password, or permit the use of such information by third parties and it is responsible for any damages and / or losses that the misuse of your password will cause.

5.3 The DEVELOPER in any circumstance shall be liable for any damages, including, without limitation, for any direct or indirect, incidental, special, incidental or consequential losses or damages arising from the connection or use on its part or incapacity of use by any part.

5.3.1 The DEVELOPER is not liable for any failure of performance, error, omission, interruption, defect, delay in operation or transmission, virus, or line failure or system, inability to use (misuse or incorrect use) resulting from external causes such as hardware failure, software in the cloud storage, power failure, improper installation or operating system configuration. Even if the DEVELOPER, or representatives thereof, are advised of the possibility of such damages, losses or expenses.
5.4. The DEVELOPER does not declare or warrant that the use of the services will be uninterrupted or error-free, the ADHERE/CLIENT agrees that from time to time it may remove the services for indefinite periods of time, cancel the services at any time, or otherwise limit or disable the access to the services without notice to the ADHERE/CLIENT.

5.4.1 The DEVELOPER does not represent or guarantee that the services will be free from corruption, attack, viruses, interference, hacking, or other security intrusion, and the ADHERE/CLIENT hereby releases the DEVELOPER from any liability relating thereto. The ADHERE/CLIENT shall be responsible for backing up its own system, including any content acquired or rented through the services.

5.5 The DEVELOPER can not guarantee the absolute security of information sent through the application due to the nature of the internet and other factors, since it becomes important to consider this in the case of sending confidential information.

5.6 It is the ADHERE/CLIENT’s full responsibility all the sent content or information through the application, or the availability of files of any kind, including but not limited to photos, graphics, audio, video, text and / or links. In these cases the CLIENT is fully civil and criminal liable.

5.6.1 The ADHERE/CLIENT expressly agrees that the use of, or inability to use, the services is at its sole risk. The services and all content delivered to the ADHERE/CLIENT through the services are (except as expressly stated by Apple Store, Google Play and Windows Phone) provided "as is" and "as available" for the ADHERE/CLIENT’s use, without warranties of any kind, either express or implied, including all implied warranties of merchantability, for a particular purpose, title, and non-infringement.

5.6.2 In no case, shall the DEVELOPER, its directors, officers, employees, affiliates, agents, contractors, or licensors be liable for any direct, indirect, incidental, punitive, special, or consequential damages arising from the ADHERE/CLIENT’s use of any of the services or for any other claim related in any way to your use of the services and/or content. Including, but not limited to, any faults or omissions in any content, or any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the services, even if advised of their possibility.

5.6.3 The DEVELOPER shall use reasonable efforts to protect information submitted by the ADHERE/CLIENT in connection with the services, however the ADHERE/CLIENT agrees that its submission of such information is at its sole risk. The ADHERE/CLIENT hereby releases the DEVELOPER from any and all liability for any loss or liability relating to such information in any way. The DEVELOPER is not responsible for data charges it may incur for downloading or streaming files over a data connection.
5.7 The DEVELOPER is discharged from any liability in cases where the CLIENT makes
in the app, any mark misuse, misleading advertising, or any other action that causes
damage to third parties in the outgoing messages.

5.8 The ADHERE/CLIENT will be responsible for all activities practiced or actions
aroused by inappropriate use of the SELECT CARE application, being aware that this is a merely informative app and it does not replace neither a health professional
orientation and/or recommendation, nor a careful, complete reading from the label
product or the package leaflet.

5.9 It is noteworthy that all the information shown by the SELECT CARE application has
been based on manufacturer information, regulatory agencies, international scientific
literature, consensus, guidelines and directives of health care specialties and other Medias
that can however contain some errors.

5.10 SELECT CARE app information has elucidatory character, and the ADHERE/CLIENT fully assumes all using risks in it. The DEVELOPER does not guarantee any performance or results that the ADHERE/CLIENT might get using the app. The DEVELOPER makes no warranties, conditions, representations or rights related to any matter, including, without any limitation, non-infringement of third party rights, merchantability, integration, satisfactory quality or suitability for any particular purpose.

5.11 The ADHERE/CLIENT should follow the instructions on the food or product
contents, in the patient information leaflets or prescribing information within the normal
range of consumption, as well as the dosage, the drug dosage and the health professional
guidelines. The DEVELOPER does not take any responsibility for any possible reaction
arising from any use, misuse, and overuse, irregular, individual or from a possible cross-
reactivity, an immune response to an agent in an individual previously sensitized with a
similar chemical composition agent.

5.12 The ADHERE/CLIENT discharge and disclaims the DEVELOPER as well as their representatives from any reaction, harm or injury caused to health, by any misuse of the SELECT CARE App. Including any liability, expenses arising from claims, losses, damages (actual and consequential), judicial actions judgments, litigation costs or fees of any kind and nature, assuming general and full responsibility for the consumption of food, medicines, cleaning products and personal hygiene.

5.13 This application is merely informative and there is no submission from the
ADHERE/CLIENT to any obligation other than those described in this term and imposed by legislation. It also does not imply the DEVELOPER obligation to any other requirement other than those described in this contract and imposed by our legislation.

5.14 The ADHERE/CLIENT exonerates and disclaims the DEVELOPER, as well all the
officers, legal representors, directors, managers, employees, affiliates, agents, contractors
or licensors for any chemical formulation change of the product by the manufacturer.
5.15 The DEVELOPER and its suppliers do not assume any responsibility toward the ADHERE/CLIENT for any use, or by improper use, of SELECT CARE application. This limitation: (I) includes indirect, incidental, consequential, special, exemplary and punitive damages, willful acts were malicious, violent oppressive, fraudulent or grossly reckless, whether the claim is based on warranty, contract, tort or other factor (even if the DEVELOPER has been advised of the possibility of such damages);

(II) applies if the damage results from the use or misuse, in this app trust and conviction, also the inability to use this application or the interruption, suspension or termination of this App (including any damage due to third parties);

(III) shall apply notwithstanding any failure to achieve the essential purpose of any limited remedy, consequential damage exclusion and to the fullest extent permitted by law.

5.16 The DEVELOPER hereby grants the rights of license of use to the ADHERE/CLIENT to the nonexclusive, nontransferable Select Care app use and its interfaces, content, fonts and any data accompanying this License, and also their updates, modifications, enhancements, upgrades, patches, upgrades and future versions.

5.17 The DEVELOPER is not responsible for typographical typing errors.

**SIXTH CLAUSE – SELECT CARE ID and DATA**

6.1 The CLIENT declares under penalty of law that the provided information in this agreement corresponds to the truth.

6.2 For SELECT CARE app service use, the ADHERE/CLIENT must full fill the registration data. If reporting any incorrect, incomplete or outdated information, the DEVELOPER reserves the right to cancel the respective User registration without notice.

6.2.1 Using the services and accessing the content requires a Select Care ID. A Select Care ID is the account the ADHERE/CLIENT use across internet ecosystem. CLIENT’s SELECT CARE ID is valuable, and it is responsible for maintaining its confidentiality and security. The DEVELOPER is not responsible for any losses arising from the unauthorized use of your Select Care ID. Please contact SELECT CARE App if you suspect that the ID has been compromised.

6.3 The password is for personal use and the ADHERE/CLIENT is obliged to keep it confidential. In case of misuse of the same by third parties, the ADHERE/CLIENT undertakes the responsivity to communicate to the DEVELOPER at the Customer Service by email. To learn more visit: @ sac select care.com.br

6.4 You must be age 18 (or equivalent minimum age in your Home Country, as set forth in the registration process) to create an SELECT CARE ID and use our Services. SELECT CARE IDs for persons under this age can not be created.
6.5 Terms found in this Agreement that relate to Services, Content types, features or functionality not available in the ADHERE/CLIENT’s Home Country are not applicable to it unless and until they become available to it.

6.6 The DEVELOPER may whenever necessary, any time, request some additional information to the ADHERE/CLIENT.

6.7 To comply with any court orders or any competent regulatory form, or even to enforce what is described herein, the DEVELOPER may come to access any register information from the ADHERE/CLIENT’S ID.

SEVENTH CLAUSE - SERVICES AND CONTENT USAGE

7.1 The DEVELOPER does not ensure that the SELECT CARE application will always be available, accessible, uninterrupted, secure, accurate, complete and error free.

7.2 The ADHERE/CLIENT is aware that the transmission of information via internet is not completely secure, and despite the DEVELOPER takes all the necessarily measures to protect your information, there is no guarantee the security and privacy in the ADHERE/CLIENT’s data transmission.

7.3 Although the DEVELOPER has the right to include information, images, photos and other content changes the Select Care app, it is not obliged to do so. The DEVELOPER reserves the right, in its sole discretion, without any justification, to remove, refuse or otherwise make available any content.

7.4 Since many standardized data encryption methods have been developed to protect ADHERE/CLIENT’S data and security the DEVELOPER is not responsible for all the exchange data thought the various types of network in accordance with the HIPPAA of 1996 requirements, due to a number of issues exist that can threaten the security of ADHERE/CLIENT’s data.

7.5 The DEVELOPER also reserves the right to modify, suspend or terminate use of the application, with or without notice, at any time and without having to be responsible for any consequences.

7.6 The communication will be mainly done electronically by email: sac @ select care.com with the ADHERE/CLIENT. The DEVELOPER will contact you by email, Pop Pup, v-push, cookies or provide information through notices on its website. For contractual purposes, the ADHERE/CLIENT agrees with this communication procedure and acknowledge that all contracts, notices, information and other communications provided electronically to the CLIENT comply with any legal requirement of written communications.
7.7 The ADHERE/CLIENT may not use the Services to:

- post any materials that you do not have permission, right or license to use;
- post objectionable, offensive, unlawful, deceptive or harmful content;
- post personal, private or confidential information belonging to others;
- request personal information from a minor;
- impersonate or misrepresent your affiliation with another person, or entity;
- post or transmit spam, including but not limited to unsolicited or unauthorized advertising, promotional materials, or informational announcements;
- plan or engage in any illegal, fraudulent, or manipulative activity.

EIGHTH SECTION - INTELLECTUAL PROPERTY

8.1 The ADHERE/CLIENT acknowledges that the DEVELOPER holds the application intellectual property, which is in possession of all copyright, trademark, trade secret and other proprietary rights relating to the SELECT CARE App, your updates, derivations, modifications, source code, advertising and all your documentation system, under the Brazilian Intellectual Property Law number 9.609/98 and 9.610/98.

8.2 The ADHERE/CLIENT agrees that will not use such proprietary information or materials in any way whatsoever except for use of the Services for personal, noncommercial uses in compliance with this Agreement. No portion of the Services may be reproduced, in any form, or by any means. The ADHERE/CLIENT agrees not to modify, rent, loan, sell, or distribute the Services or Content in any manner, and shall not exploit the Services in any manner not expressly authorized.

8.3 The ADHERE/CLIENT agrees that the Services, including, but not limited to Content, graphics, user interface, audio clips, video clips, editorial content, and the scripts and software used to implement the Services, contain proprietary information and material that is owned by Select Care and/or its licensors. It is protected by applicable intellectual property and other laws, including, but not limited to copyright.

8.4 The SELECT CARE App and other trademarks, service marks, graphics, and logos used in connection with the Services are trademarks or registered trademarks of the DEVELOPER. The ADHERE/CLIENT is granted no right or license with respect to any of the previously mentioned trademarks.
8.5 The ADHERE/CLIENT expressly agrees to have knowledge that the DEVELOPER is the intellectual creator and developer of SELECT CARE app, and who formulates the registration request, from your source code, your updates, derivations and modifications, being the legal owner of any rights in this, being protected by law.

8.6 The ADHERE/CLIENT can print and download parts of this application for their own use under the following conditions:

8.6.1 The ADHERE/CLIENT must ensure to recognize all DEVELOPER's material authorship and claims on CARE SELECT App.

8.6.2 The ADHERE/CLIENT cannot use any of Select Care app materials for commercial purposes without obtaining a license from the Contractor to do so.

8.6.3 Unless otherwise defined, copyright and other intellectual property rights in the SELECT CARE application and the material published on it (including, without limitation, photographs and graphical images) are owned by the DEVELOPER or DEVELOPER's licensors. Copyright laws and treaties globally protect these works and all rights are reserved. For the purposes of the term, any use of parts of which is not in accordance with item8.2 is prohibited.

8.7 Except as provided in Section 8.2, no part of SELECT CARE application may be reproduced or stored in any other Web site / application mobile or included in any system or electronic public or private recovery service without our prior written consent.

8.8 Any rights not expressly granted in these Terms of SELECT CARE application are reserved to the DEVELOPER.

8.9 The ADHERE/CLIENT waiver the right to make any claim for damages of any content related information and the use of the application, to the detriment of the DEVELOPER or any company licensed by it, and dismissal from the outset to any claim.

8.10 The DEVELOPER owns or has under license, all rights, relevant title and interest of Select Care application, including all rights relating to patents, copyrights, trade secrets, trademarks and unfair competition law and any and any property rights, including all applications, renewals, extensions and related restorations. May not modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or attempt in any way to derive the app source code, the ADHERE/CLIENT may not remove, obscure or alter the copyright notice, the trademarks or other proprietary rights notices contained or accessed in conjunction with this or at SELECT CARE application.

**NINTH CLAUSE - LINKS**

9.1 This application may contain links to websites controlled or offered by third parties (not affiliated to the DEVELOPER). The DEVELOPER disclaims liability for any information, materials, products or services informed or offered on third-party websites.
9.2 The DEVELOPER does not guarantee or recommend any product or service offered or information contained in this website is not responsible for any failure of products or services offered or displayed on that site. These third parties may have a different privacy policy of the DEVELOPER may provide less security than the DEVELOPER's site.

TENTH CLAUSE- PRIVACY POLICY

10.1 The DEVELOPER can gather, record and use in connection with other sites and partners the personal ADHERE/CLIENT’s information, including but not limited to, name, photo, address, telephone number, interests, activities, sex and age.

10.2 The DEVELOPER not publicly disclose or to third parties, the contractor information so that they can identify it, but it can do it so aggregated in order to carry out analyzes, studies, improvement of the system and pursuant to court order.

10.3 The DEVELOPER is strongly committed to maintaining the ADHERE/CLIENT’s privacy when using the application. Some of the information kept on the server is information that the User volunteer to provide through forms and some is collected automatically. Unless the User its willingness itself to submit personal data, the DEVELOPER never collect any information from which individual users can be identified.

10.4 The DEVELOPER may automatically collect non-personal user information. Including the domain’s name of your Internet service provider, the address of the internet protocol (IP) used to connect the User's computer to the Internet, type and version the User’s browser, the operating system and platform, the average time spent in applications, pages viewed, information searched for, access times and other relevant statistics to measure the use of the Select Care application, and to manage them and improve- them.

10.5 As sending personal data to the DEVELOPER, the ADHERE/CLIENT gives its permission for personal data processing, as provided in these Terms. The DEVELOPER only uses personal information for the purposes as may be indicated at the time of supply.

ELEVENTH CLAUSE- COOKIES

11.1 Cookies are small files that may or may not be added in the User's terminal and that can store and recognize data navigation.

11.2 In User’s navigation on the site and /or application, may be used 04 (four) types of cookies:

11.2.1 Authentication Cookie: are to recognize certain Users, enabling access and use of the Site and / or application with content and / or restricted services and providing more personalized navigation experience.
11.2.2 Security Cookies: are used to allow security Site/App features in order to assist the monitoring and / or detecting malicious activity. These Terms of Use also prohibit them and Privacy Policy as well as User protect information from access by unauthorized third parties.

11.2.3 Research, Analysis and Performance Cookies: the purpose of this type of cookie is helping to understand the performance of the Site and / or Application. Measuring the viewers of the Site and / or application, check the browsing habits of users on the Site and / or application, as well as the way they arrived at the page of the Site and / or Application (eg. via links from other websites, search engines or directly by address).

11.2.4 Advertising Cookies: they are also used to display relevant advertising to the User, both inside and outside of the Site and / or Application or partner sites, as well as to see if the user viewing the advertising, visiting the website and / or application after seeing advertising. The Advertising Cookies may also be used to remember any research carried out by users on the Site and / or Application. They are based on research carried out by users on the Site and / or Application, to display ads users related to your interests.

11.3 The DEVELOPER may collect, store, treat, process and use the following information about the site User navigation and / or application, participating in the "Navigation Records", for all purposes:

(I) geographical location;

(II) Operating System by the user interface;

(III) browser versions;

(IV) screen resolution;

(V) Java (programming language);

(VI) Flash player downloaded

(VII) IP address;

(VIII) ID (IMEI) Device at the mobile’s User;

(IX) Date and time information’s use at the Site/Application from a given IP address;

(X) Quantities of clicks and website information’s use and App trial attempts and pages accessed by the User.

11.4 The ADHERE/CLIENT can disable cookies through the configuration options of its respective browser. However, when deciding the prohibition of cookies, the User acknowledges and recognizes that it is possible that the Site and / or Application does not perform all its features.
TWELFTH CLAUSE - TERMINATION AND SUSPENSION OF SERVICES

12.1 The DEVELOPER reserves the right at any time to modify this Agreement and to add new or additional terms or conditions on your use of the Services. Such modifications and additional terms and conditions will be effective immediately and incorporated into this Agreement. Your continued use of the Services will be deemed acceptance thereof.

12.2 The DEVELOPER reserves the right to modify, suspend, or discontinue the Services (or any part or Content thereof) at any time with or without notice to you, and it will not be liable to you or to any third party should it exercise such rights.

12.3 The ADHERE/CLIENT may cancel the service in the respective app store at any time. The DEVELOPER shall not be liable for any reimbursement already paid, since every transaction is done through Google stores, Apple and Windows without its control over the signatures.

12.4 IOS operating system cancellation tutorial for users is available via the LINK: http://support.apple.com/kb/ht4098?viewlocale=pt_BR&locale=pt_BR

12.4.1 At Android operating system, subscription canceling is made at Google App store. Subscription cancellation can be managed, at any time, by following these instructions at "My Applications" menu in the Play Store by selecting "Subscription".

12.4.2 At Windows, check procedure by link http://www.microsoftstore.com/store/msbr/pt_BR/DisplayHelpContactUsPage/

12.4.3 If the ADHERE/CLIENT can not make the cancellation through the links stated in clauses 12.4, 12.4.1 AND 12.4.2, please contact the subscription’s shop for cancellation information.

12.5 The DEVELOPER states that the electronic addresses and procedures of the aforementioned stores are subject to change without any notice, and, in the case of third party links are not the DEVELOPER’s responsibility as in Ninth clause agreement.

THIRTEENTH CLAUSE – THIRD-PARTY MATERIALS and VIOLATIONS

13.1 The DEVELOPER is not responsible or liable for third party materials included within or linked from the Content or the Services.

13.2 The ADHERE/CLIENT agrees to comply with all applicable laws and regulations in connection with use of this service. It may not take the following actions or engage in any of the following activities through the use of the site and/or application:

(I) misconduct and/or violation of the law;

(II) acts contrary to morals, good customs, good moral

(III) loading, shipping and/or transmission of any erotic imprint, pornographic, obscene, defamatory or libelous or make apology for crime, drug use, alcohol consumption or smoking products, physical or moral violence;
(IV) loading, shipping and / or transmission of any content that promotes or incites prejudice (including origin, race, sex, color, sexual orientation and age) or any form of discrimination and hatred or illegal activities;

(V) Threat, coercion, physical or moral constraint to other users;

(VI) Infringement of third party rights;

(VII) Breach of confidentiality rights and other people's privacy;

(VIII) acts causing or propitiate contamination or harm any equipment of CONTRACTOR or third parties, including by viruses, Trojans, malware, worm, bot, backdoor, spyware, rootkit, or any other devices that may be created;

(IX) Perform any acts that directly or indirectly, in whole or in part, may cause injury to the DEVELOPER r, any User and / or any third party;

(X) Use any trade name, trademark, domain name, slogan or advertising expression or any distinctive sign or well intellectual property owned by the DEVELOPER

(XI) Sending or receiving unsolicited and/or commercial emails in violation of law, promotional materials, "junk mail," "spam," "chain letters," or "pyramid schemes".

(XII) Forging headers or otherwise manipulating e-mail identifiers in order to mask or mislead the origins of certain content

FOURTEENTH CLAUSE- WAIVER AND INDEMNITY

14.1 By using the services, the ADHERE/CLIENT agrees to the extent permitted by law, to indemnify and hold the DEVELOPER, its directors, officers, employees, affiliates, agents, contractors, and licensors harmless with respect to any claims arising out of your breach of this agreement, your use of the services, or any action taken by Select Care as part of its investigation of a suspected violation of this agreement or as a result of its finding or decision that a violation of this agreement has occurred.

14.2 The ADHERE/CLIENT agrees that shall not sue or recover any damages from the DEVELOPER, its directors, officers, employees, affiliates, agents, contractors, and licensors as a result of its decision to remove or refuse to process any information or content, to warn you, to suspend or terminate your access to the services, or to take any other action during the investigation of a suspected violation or as a result of the DEVELOPER’s conclusion that a violation of this agreement has occurred. This waiver and indemnity provision applies to all violations described in or contemplated by this agreement

FIFTEENTH CLAUSE – TOLERANCE

15.1 Tolerance as to any breach of any provision of this Terms of Use and Privacy Policy by the ADHERE/CLIENT shall not constitute waiver of the right to enforce the obligation or forgiveness, or alteration of contained herein provided.
15.1.1 The DEVELOPER abides by a ZERO TOLERANCE policy relating to any activity which breaches or violates the contract terms and conditions.

15.1.2 Along with the ZERO TOLERANCE policy, ADHERE/CLIENT who materially breach the terms and conditions will have its account removed without any refund. Additionally, it understands that the DEVELOPER expressly reserves the right to hold the ADHERE/CLIENT or any third-party using the service on Client’s behalf responsible for any and all financial damages and losses which may be incurred arising out of said breach or breaches, including, but not limited to attorney’s fees, fees for expert witnesses, court costs, and other charges.

SIXTEENTH CLAUSE - JURISDICTION

16.1 The conflicts of interest arising from this TERM OF ADHERE AGREEMENT AND PRIVACY POLICY, should be settled by arbitration, in accordance with Law 9,307 / 96, to be set up and processed in accordance with the arbitration rules of the Arbitration Mediation Board and conciliation - Minas Gerais - BRAZIL CAMAEC.

16.2 The arbitration proceeding shall be conducted by a referee, if there is consensus between the parties or by an arbitration tribunal composed of three arbitrators. In the case of the institution of the arbitral tribunal, the ADHERE/CLIENT shall be entitled to appoint one arbitrator and the DEVELOPER shall indicate the other umpire, and the third arbitrator shall be jointly appointed by the two arbitrators previously chosen. If there is no consensus on the choice of referee, the CAMARB will nominate and appoint the third arbitrator. The city of Pouso Alegre, Minas Gerais, Brazil, is hereby elected to host the arbitration proceedings. The award shall be rendered after the end of the procedure, in obedience to the requirements of Law No. 9,307 / 96 (Brazilian Arbitration Law). Except as provided in Brazilian Arbitration Law, may not be brought against the arbitration award, which will for the parties the validity of final judgment and unappealable. The Portuguese language shall be the official language to be used in the arbitration proceedings and for all purposes related to arbitration. The refusal by either Party, to enter into the arbitration agreement and / or to submit to that provided for in the arbitration award decision will be considered a breach by the Party in respect of the obligations assumed by it under the contract resulting from the acceptance of this Agreement and may be cause for compensation by the applicable consequences.

Each Party hereby warrants that they are in accordance with the stipulated clauses and conditions herein.

Translation:

API – Assessoria Permanente de idiomas

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