The terms and conditions contained within this Website Terms of Use (this “Website TOU”) governs all access to and use of website(s) owned or operated by Produzz Produções Audiovisuais LTDA. (“Produzz”, “Company”, “we”, “our” or “us”) including without limitation the website located at www.produzz.com.br (individually and collectively, the “Website”). By accessing and/or by using the Website, You (as a user of our Website) agree, without limitation or qualification, to be bound by and to comply with all the provisions herein this Website TOU, as well as the terms of the Privacy Policy which is to be read in conjunction with this Website TOU. Accordingly this Website TOU constitutes a binding agreement between You and Produzz (“Agreement”).

Produzz reserves the right, in its sole discretion, to alter and/or update the Website and/or any provisions in this Website TOU at any time without any notice to You. You agree that you will regularly check this webpage for the most updated Website TOU, all amended versions of this Website TOU coming into effect as at the Effective Date. By continuing to use the Website after any such changes, You agree to be bound by such changes and acknowledge that Produzz shall have no liability to You for any for any consequences or losses that you may experience as a result of any such changes. You acknowledge and agree that any and all uses of the Website are further subject to Produzz’s Privacy Policy located at http://Produzz.com.br/privacy-policy (“Privacy Policy”) which sets out the terms and conditions governing personal information that you may voluntarily howsoever disclose to Produzz or via the Website, and any content that You may post and/or upload onto the Website.

1. Definitions

1.1 “Content” means any and all static images, audio and/or video materials, text (including without limitation any comments, feedback, inquiries, advice and/or requests), write-ups, articles, images, logos, brand, trade marks, services marks, artwork, graphics, layouts, graphs, charts, pictures, advertisements, sound, song and music.

1.2 “Links” means hyperlinks on the Website to any third party website, including but not limited any websites controlled or owned by You.

1.3 “Suppliers” means third party licensors, subcontractors and/or vendors that supply some or all portions of the Content on the Website.

1.4 “Updates” means our newsletters, Website articles, marketing materials, push notifications, promotional updates or other email notices.

1.5 “User interface” means the webpages made available via the Website through which an user is able to access the features, functions and applications provided by the Company as part of its online services.

1.6 “You” or “Your” means the individual that accesses and/or uses any of the Company’s Platform, the Website or any portion (including without limitation any webpage) thereof. In the event that the individual is accessing any of the Company’s Platform, or the Website, or any portion thereof, on behalf of a corporation or other entity or organization, the individual and the corporation/entity/organization shall be jointly and severally bound by and liable hereunder this Website TOU.

2. Website Content

2.1 The content on our Website, our user interface, and Updates does not constitute financial advice, legal advice or any other form of advice for which a license to provide such advice may be required under applicable law. Accordingly, our Website and Updates are merely to provide some information regarding our Company, our products and services, and general advice on increasing your customer outreach and target market penetration. Neither our Website, nor our Updates, is intended to be a substitute for any financial advice, and you should seek specific professional financial advice on any financial subject-matter for which you require specific input.

2.2 Any tips, opinions, FAQs and answers expressed on our Website and our Updates constitutes the sole discretionary opinion of our Company, and where applicable, third party writers, reviewers, individual contributors from the public, and consultants whose names shall be published along with such tips and/or opinions only, and does not represent the opinion of any legal advisors, professional financial advisors or other regulated professionals (unless otherwise stated).

2.3 Unless expressly stated, any third party branding which You see on our Website or Updates, including but not limited to “YouTube” and “DailyMotion”, does not represent or imply any association with or endorsement by such third parties.

2.4 Reviews of our Company’s products or services posted by individuals or other entities on our Website and/or incorporated into our Updates are the personal views of such individuals and entities, and do not represent the view of the Company, nor any implied endorsement or recommendation by the Company. Such reviews are also not to be deemed as any warranty, express or implied, of the effectiveness or results of the reviewed product or service, as the benefit of our products or services will vary depending on the subscriber’s usage.

3. Subscription to our Services, Free Accounts & Beta Services

3.1 Certain services on our Website is only accessible upon your registration of an account with us. Your registration of such an account and your use of our services consequently shall be subject to the terms and conditions of a User License Agreement (or “Platform’s T&Cs”) in addition to the terms herein this Website TOU and our Privacy Policy.

3.2 Depending on your registration of an account with us, the Company may in its sole discretion (but is not obligated), provide You with login credentials to permit You to upload Content and/or Links on certain specified pages of the Website. With respect to Content and Links that You provide to the Company in connection with your access to and/or use of the Website or any associated applications or platform of the Company, You hereby grant to the Company a worldwide, royalty-free, cost-free, non-exclusive, irrevocable, transferable right and license to; (i) utilize all Content and Links that You have provided via the Company’s Website in such manner as may be required in order for the fulfilment of the functions or purpose for which you have uploaded the Content and Links via the Company’s Website; (ii) modify, edit and/or delete Content and Links, all in the Company’s sole discretion without notice to You, where the Company is of the reasonable determination that such deletion or modification is necessary to minimize potential infringement of third party rights or for maintenance, upkeep and further development of the Company’s Website, associated applications and/or platforms; and (iii) to indicate or promote to the public your use of the Company’s Website. You are solely responsible for all matters arising out of or in connection with the Content and Links including, without limitation, ensuring that the Content and Links do not contain scandalous, defamatory, infringing, seditious, religiously offensive, and other matters prohibited by any applicable law or regulation, and You agree to full defend, hold harmless and indemnify Produzz and its Suppliers for all costs and expenses, including but not limited to any third party claims and legal fees on a client-solicitor basis, howsoever arising in relation to the Content and/or Links that You provide to the Website or otherwise howsoever to Produzz. Under no circumstances will Produzz or its Suppliers be liable in any way for Content or Links that You provide, including, but not limited to, for any defamation, infringement, falsehoods, errors or omissions in any such Content and/or Links, or for any loss or damage of any kind incurred as a result of the use or publication of any Content and/or Links. You acknowledge that neither Produzz nor its Suppliers will be responsible for preventing or identifying infringement of intellectual property rights or other violations associated with the Content and/or Links that You provide, and that Produzz, and its Suppliers assume no responsibility to edit, review, or oversee Content and/or Links submitted, uploaded, distributed, retrieved, or viewed in connection thereof. You agree that you must immediately notify Produzz of any actual or suspected infringement of third party intellectual property rights and/or any actual or suspected violations of third party privacy or other rights related to Content provided by You. You expressly acknowledge and agree that Produzz may, but is not required to, preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonable or necessary to: (i) comply with legal process; (ii) enforce this Website TOU; (iii) respond to claims that any Content violates the rights of third parties; and/or (iv) protect the rights, property, system security, or personal safety of Produzz, its Suppliers, other users and/or the public.

3.3 Your access to any account registered with the Company shall be enabled by use of username(s) and password(s) (“Credentials“) selected by You and confirmed by the Company. Except where and until the Company has actual notice of loss, theft or unauthorized use of Your Credentials, (i) You shall be fully responsible for all activity occurring through and in your account(s) and (ii) the Company shall have the right, without further inquiry, to rely on the provision of Your Credentials as sufficient to authenticate all use of your account for which you shall be fully responsible. In the event that You suspect that there may be any potential unauthorised use of your login credentials, You must immediately contact the Company via telephone at +55 21 2524-2752 and email to privacy@Produzz.com.br

3.4 The Company may, from time to time, offer free accounts for certain limited features of the Company’s products or services. The Company may terminate any free account granted to You at any time without notice to You, in its sole discretion.

3.5 The Company may, from time to time in its sole discretion, offer products or services that are not generally available to all users (” Beta Services“). Unless otherwise indicated, all Beta Services will be offered at no cost and will be identified as “beta” or in a manner that indicates that the Beta Service is in limited or pre-release version. Such Beta Services may still be in development and Produzz may change aspects of the Beta Services at any time without notice to You. You will not be obligated or required to use any Beta Services even if Produzz offers them to you. Produzz may cease offering any Beta Services, at any time without notice, in its sole discretion. The Company is also entitled to cease offering any Beta Services for free and implement a fee charge thereto, however, you will be notified of such charges and given the option to agree to such charges, and if You do not agree to the said charges, You will not be permitted to further use or access such Beta Services.

4. Intellectual Property

4.1 All Content on our Website, our user interface, and in our Updates (whether owned by the Company or licensed to the Company or owned by our Suppliers or licensed to our Suppliers) are protected by intellectual property regimes, including but not limited to copyright, registered design, trade marks, patents, and/or other intellectual property rights whether registrable or otherwise, pending or registered or not yet subject to an application for registration. You agree therefore that without our Company’s prior written consent, You are not permitted (directly or indirectly or to assist another third party) to reproduce, copy, download, extract, store, distribute, sell, modify or create derivative works from, any part of the Content found on our Website, our user interface or in our Updates. We reserve our rights to take legal action against You for any such unauthorised use of our Content.

4.2 All company names (including our Company’s name and the company names of our Suppliers), logos, trade marks, service marks, brands (collectively the ” Branding“) represented on our Website, our user interface, and in our Updates belong to our Company or to third parties who have agreed to display their Branding on our Website and in our Updates. You are therefore not permitted to copy, replicate, modify, extract, download or howsoever use any such Branding for any purpose whatsoever without the prior written consent of our Company.

5. Third Party Websites and Browsing Experience

5.1 Please note that we do not control any Links, services, products or resources provided by other third parties referenced or linked to our website, our user interface, or in our Updates, even if such third party’s website may be co-branded with ours by bearing our Company logo or name. We seek your understanding that we are unable to control or influence any third parties’ actions even if their websites are hyperlinked on our Website or to our Updates. Accordingly, should You decide to use or access such third parties’ websites, all use and access are at your sole risk and subject to the terms and conditions of use of such third parties’ websites. If You have any query on the terms and conditions of use of such third parties’ websites or their services or products, please contact the third parties directly.

5.2 You agree that our Company may employ cookies, action tags or other legal technological means to record your anonymised accessing of our Site for the purpose of providing better services and enhancing your browsing experience.

6. Minors

6.1 Our Website, our Updates and our products and services are not meant for persons who may be defined as minors under applicable law. However, it is not possible for our Company to determine whether any user of our Website is a minor. If You are a minor, please discontinue the use of our Website immediately. It is the responsibility of parents and legal guardians to monitor whether a minor is using our Site.

6.2 If any minor wishes to use or Website or any of our Company’s products or services, it should be with the minor’s parent’s or legal guardian’s consent.

7. Feedback

7.1 In the event that You provide us with any feedback and comments, whether via email to our Company or posting via our Website, we thank you for taking the time to write to us, and your feedback and comments are appreciated. Any such feedback and comments from You (“Feedback”) shall become and remain the property of our Company. Our Company shall be entitled in its sole discretion to howsoever use, publish or disseminate such Feedback, with or without attribution to you as the Feedback’s author, and without having to notify You or seek your consent in advance. Accordingly, You agree that you assign all ownership (including but not limited to copyright) in the Feedback to our Company once you submit your Feedback to our Company, and You further agree to waive all moral rights over your Feedback once submitted to the Company.

7.2 Kindly note that You are responsible for your Feedback, and You should ensure that such Feedback does not contain any libelous, scandalous, defamatory, illegal, abusive or infringing contents, particularly if such Feedback will be published to the public whether via the Website or our Updates or other means (even if You were not aware that your Feedback would be published). You agree to fully hold harmless and indemnify our Company for all losses and costs suffered or incurred by our Company due to your Feedback, including but not limited to third party claims, legal fees, settlement amounts, fines, penalties, and law enforcement actions.

8. Disclaimers and Limitation of Liability

8.1 While we have exercised due care in the preparation of all content displayed on our Website and in our Updates, such content, information and materials are provided “AS IS”, “WITH ALL FAULTS”, and “AS AVAILABLE”.

8.2 YOUR USE OF OUR WEBSITE, OUR UPDATES, OUR PLATFORM, OUR USER INTERFACE, OUR FREE ACCOUNTS, OUR PAID ACCOUNTS, OUR BETA SERVICES, ANY OF OUR OTHER SERVICES AND OUR PRODUCTS, AND ANY THIRD PARTY SERVICE OR PRODUCTS REFERRED TO ON OUR WEBSITE, IS AT YOUR OWN DISCRETION AND RISK. OUR COMPANY MAKES NO CLAIMS, REPRESENTATIONS, WARRANTIES (EXPRESS OR IMPLIED) OR PROMISES ABOUT THE SUITABILITY, QUALITY, ACCURACY, UPDATENESS, NON-OMISSIONS, NON-INFRINGEMENT, CONTINUED ACCESSIBILITY, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF OUR COMPANY HAS BEEN ADVISED IN ADVANCE OF SUCH PURPOSE) OR RELIABILITY OF OUR WEBSITE, OUR UPDATES, OUR USER INTERFACE, OUR PRODUCTS AND SERVICES, OR THIRD PARTY SERVICES AND PRODUCTS REFERRED TO ON OUR WEBSITE, INCLUDING BUT NOT LIMITED TO THEIR SUITABILITY FOR USE IN CONJUNCTION WITH THIRD PARTY PRODUCTS OR SERVICES, SAFETY OR SECURITY, FREEDOM FROM COMPUTER VIRUSES, AND FULLPROOF SECURITY AGAINST THIRD PARTY HACKERS.

8.3 Without limiting the generality of clauses 8.1 and 8.2 above, the Website may be subject to interruption, limitations, delays and other problems inherent in the use of internet applications and electronic communications, and neither the Company nor its Suppliers are responsible for any such delays, or other failures or any damages howsoever resulting therefrom.

8.4 IN NO CIRCUMSTANCES, TO THE FULLEST EXTENT PERMITTED AT LAW, SHALL OUR COMPANY NOR ANY OF ITS SHAREHOLDERS, DIRECTORS, OFFICERS, AGENTS, REPRESENTATIVES, SUPPLIERS, OR EMPLOYEES BE LIABLE FOR ANY DAMAGES, LOSS, LOST PROFITS, LOST BUSINESS, LOST OPPORTUNITIES, LOST DATA OR COST OF SERVICING OR REPAIR OF COMPUTER OR OTHER EQUIPMENT, SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES, HOWSOEVER ARISING OR SUFFERED AS A RESULT OF ANY USE (OR INABILITY TO USE) OF OUR WEBSITE, OUR USER INTERFACE, OUR SERVICES, OUR PRODUCTS, OR OUR UPDATES (OR OUR COMPANY’S BREACH OF ANY PROVISION HEREIN THIS WEBSITE TOU OR PRIVACY POLICY) WHETHER DUE TO VIRUSES OR THIRD PARTY HACKERS OR OTHERWISE, OR ANY RELIANCE ON OR USE OF THE INFORMATION, CONTENT, THIRD PARTY LINKS, THE PRODUCTS OR SERVICES INTRODUCED OR DESCRIBED HEREIN OUR WEBSITE OR OUR UPDATES EVEN IF OUR COMPANY HAS BEEN ADVISED OF SUCH USE OR RELIANCE IN ADVANCE.

8.5 Our Company further disclaims any and all liability for any losses or damages that You may incur as a direct result of using or accessing our Website, our user interface, and/or our Updates, including but not limited to any virus, trojan horse or worm attacks on your computer.

8.5 In the event that our Company’s liability to you in relation to our Website, our user interface, and/or Updates cannot be fully disclaimed, You agree that our Company’s total liability to you shall not exceed S$100.

9. Indemnification

9.1 You agree to indemnify and hold our Company and its shareholders, directors, officers, employees, representatives and agents harmless from and against any and all claims, damages, costs and expenses, including legal fees on a full indemnity basis arising from or related to your breach of any of the provisions herein this Website TOU, your use of our Website, our user interface, and/or our Updates.

10. Governing Law and Jurisdiction

10.1 This Website TOU and accordingly your agreement thereto shall be governed by and construed in accordance with the laws of the Republic of Singapore, without reference to any conflict-of-law principles.

10.2 In the event of any disputes arising from this Website TOU, your agreement thereto, and/or your use of our Website, you must first contact our Company’s officer at feedback@Produzz.com.br regarding your dispute, and use your best endeavours to amicably settle any dispute in good faith. We on our part will also use our best endeavours to amicably settle your concerns in good faith. However, if no amicable resolution is reached within 30 days, both parties agree to submit to the exclusive jurisdiction of the Courts of Singapore.

11. Miscellaneous

11.1 If any provision or clause of this Website TOU or part thereof is rendered void, illegal or unenforceable by any legislation or laws to which it is subject, it shall modified so as to give effect to its intention, or where such modification is not possible, that provision or clause shall be rendered void, illegal or unenforceable to that extent only and it shall in no way affect or prejudice the enforceability of the remainder of such provision or clause or the other provisions of this Website TOU.

11.2 The failure or delay of our Company at any time to enforce any of its rights hereunder this Website TOU shall not be constituted as a waiver thereof and shall in no manner affect our Company’s rights at a later time to enforce the same.

11.3 A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of its terms.