

# TERMS AND CONDITIONS OF USE OF THE STARTUP LADDER PLATFORM

## 1. Introduction

These Terms of Use (the "Terms") apply when an entrepreneur who acts in the exercise of their business uses the diagnostic and positioning platform for *startups* (the "Platform") of Startup Ladder (hereinafter, "Startup Ladder," "we," or "our"). If you use the Platform as the representative of, or on behalf of, a legal entity (Incubator or Startup), such legal entity shall also be bound by these Terms.

## 2. Definitions

Term	Definition for Startup Ladder
<i>Force Majeure Event</i>	Means an event, or a series of related events, that is outside the reasonable control of the affected party (including failures of the internet or any public telecommunications network, hacker attacks, power failures, disasters, etc.).
<i>Premium Version</i>	Means the complete version of the Platform, provided upon payment of Licenses.
<i>Intellectual Property Rights (IPR)</i>	Means all intellectual property rights, including copyrights, trade secrets, know-how, trademarks, patents, and all rights over the <b>Diagnostic Methodology</b> and the Startup Ladder <b>Framework</b> .
<i>Personal Data</i>	Shall have the meaning described in the General Data Protection Law (LGPD – Brazilian Law No. 13,709/2018).
<i>Privacy Policy</i>	The applicable privacy policy accessible on the Platform.
<i>User Account</i>	The account created by you in accordance with section 4.1.
<i>User Data</i>	All data (including Personal Data) provided by you on the Platform (which includes the Diagnostic responses).
<i>Users</i>	Any person appointed by you to access the User Account (applicable to License Users or Incubator Managers).

### 3. Scope of Services

**3.1.** The Platform is a **Diagnostic and Business Intelligence** service that will help you optimize your value proposition, development level, and readiness for growth. Our goal is to constantly develop the Platform, and therefore, its design and features may change over time.

**3.2. Consultation Limitation:** You acknowledge that the content, advice, reports, or any other information provided by the Platform **does not constitute legal, financial advice, or investment recommendation.**

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### 4. Creation of a User Account and Licenses

**4.1. Account Creation:** To create a User Account, you must complete the registration form, including information such as name, email, and role. By checking the "I agree to the Terms of Use and Privacy Policy Agreements" check box, you accept that your rights and obligations are governed by these Terms and confirm that you have obtained information about the processing of Personal Data.

**4.2. License of Use:** By creating a User Account and accepting the Terms, you receive a worldwide, non-transferable, and non-exclusive right to access and use the Platform, subject to the acquisition of Licenses.

**4.3. Scope of License:** The acquisition of one License grants the User the right to two (2) full assessments for a single business proposal: an initial assessment and a follow-up assessment. The Follow-up Assessment utilizes the same evaluation model as the initial one, its purpose being to measure progress and compare performance against updated benchmarks.

**4.3. Follow-up Availability:** The second assessment (follow-up) will be released and will be available thirty (30) days after the completion of the initial assessment.

**4.4. Term and Usage:** The License is valid for a period of **twelve (12) months** from the date of acquisition. The User must utilize both assessments within this period.

**4.5. Post-Expiration Access (View-Only):** Upon the expiration of the 12-month term, the User's Account will automatically transition to **view-only access**. In this view-only mode, the User will maintain full access to their previously generated reports and dashboard data but will **lose the ability to modify data or perform new assessments.**

**4.6. Multiple Users (Incubators, Accelerators, Science Parks):** If you acquire Licenses, you may, in accordance with the instructions in the Platform, add (and remove) Users (your startups or team) to access the content of your Account. You are responsible (i) for ensuring that these Users act in compliance with these Terms and (ii) for all acts and omissions of the Users in relation to the Account.

**4.7.** You can delete your User Account and any information stored therein by following the instructions on the Platform.

## **5. Prices and Payment**

**5.1.** By acquiring Licenses, you shall pay the price stipulated in the Startup Ladder's from time-to-time applicable price list.

## **6. Availability and Functionality**

**6.1.** The Platform is provided "as is," and we are not responsible for damages caused by errors or interruptions. We do not guarantee 100% availability, although we strive to maintain it.

**6.2.** Startup Ladder may suspend the Platform periodically for maintenance purposes. We will endeavor to ensure that maintenance is carried out outside normal business hours.

**6.3.** Downtime caused by Force Majeure, public network failure, failure in your computer systems, or scheduled maintenance shall not be considered a breach of these Terms.

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## **7. Your Obligations and Use (User)**

**7.1.** You shall only use the Platform in accordance with these Terms and the instructions provided by Startup Ladder.

**7.2. Login Confidentiality:** The User Account is personal or for the exclusive use of the nominated Users. You undertake to ensure that no one else can use the login details and that they are stored securely.

**7.3. Restrictions:** The right to access and use granted is subject to the following conditions, among others:

- You may not sub-license your right to access.
- You may not use the Platform to provide services to third parties (unless you are an Incubator under the terms of a contract).

- You may not republish or redistribute any content or material from the Platform.
- You may not copy, modify, or attempt to recreate the Platform's source code, except where permitted by law.
- You may not use the Platform in any way that is unlawful, illegal, fraudulent, or harmful.

## **8. Intellectual Property Rights (IPR) and Data**

**8.1. Ownership of User Data:** You retain all rights to the individual data you enter on the platform, and the confidentiality of that individual data will be preserved. However, you grant Startup Ladder the right to generate, use, and disclose statistically aggregated data, where your startup's individual data may be used to form aggregated statistical data.

**8.2. Anonymization and Benchmarking:** This license includes the right for Startup Ladder to anonymize and aggregate the User Data to produce statistics and Benchmarks for the improvement of the Platform and for comparative reports provided to other Users.

**8.3. Your Responsibility for Data:** You are responsible for ensuring that User Data does not infringe the IPR of third parties or violate any applicable laws (LGPD).

## **9. Limitation of Liability**

**9.1. Exclusion of Indirect Damages:** Neither party shall be liable for loss of profit, production, *goodwill*, or other indirect damage or loss.

**9.2. Maximum Liability of Startup Ladder:** The maximum liability of Startup Ladder under these Terms shall be limited to the amount paid and payable by you for the Platform in the preceding twelve (12) months.

## **10. Term and Termination**

**10.1. Licenses:** The use of the Platform is permitted during the term of the License. Either party may terminate the Terms and the use of the Platform with immediate effect if the other party:

- Fails to fulfill any of its obligations (such as payment), and such failure is not remedied within thirty (30) days following written notice.
- Has suspended its payments, is the subject of a bankruptcy petition, or is considered insolvent.

**10.2. Effect of Termination:** Upon termination, all provisions hereunder shall cease, but your obligation to pay Startup Ladder any accrued fees shall remain.

## **11. Final Provisions and Jurisdiction**

**11.1. Governing Law:** These Terms shall be governed by and construed in accordance with the laws of the Federative Republic of Brazil.

**11.2. Jurisdiction:** The Jurisdiction of the District of Porto Alegre/RS is elected to resolve any disputes or conflicts arising from these Terms, with exclusion from any other.