

# Terms of use

## Read with attention our terms of use.

This is the terms of use ("Terms") who guide the relationship between HashTrack and their client (company or person) , including their website, software ("hastrack.io") and their users. If you use the HashTrack, you agree with this terms.If you don't agree with one or more terms, don't use the HashTrack.

## About the Data

Using the HashTrack, you will input your data, including your clients, projects, tasks, and others ("Data"). This data belongs to you ("Client"), the HashTrack don't have and will never have property about this data. HashTrack will host this data in a cloud service, access, do backups, process, edit, make report with graphics, develop alerts, suggest actions and other things that do part of the HashTrack. HashTrack will have permission to do this directly or by a partner.

HashTrack will be authorized to use this data to do statistical studies and this studies can be published in a different media, being private and public medias, but we will secure the individual data and that data will be not possible to be recognized to general public.

## Client Responsibilities

HashTrack is not responsible to what the Client do with the HashTrack. Because of this the Client have the insert and share the data, if their have the intellectual rights about the data. The Client have the responsibility about the login and password access to HashTrack platform. The HashTrack don't is responsible to invasions, improper access, adulterations, manipulations and/or data excluding, maded by thirds authorized or not by the Client. HashTrack dont have the responsibility about indenization, deliver logs of connections and access to the Client account on the HashTrack. Client recognize that the HashTrack can send emails with scheduled tasks to recipients ordered by Client, assuming all the responsibility about eventuals interpretations of "SCAM".

## HashTrack good practices

The Client DON'T is authorized to publish:

- Pornonograpich, prejudice or ofensive material,including 18 years below people;
- Crime apology and illegals materials;
- Archives with cryptography and/or secure pages who have improper informations.
- False material and false accusations about someone, for example: crime, injurious and infamous affirmations who offend the dignity or decorum of someone;

- Informations about pirate software
- Material with copyright and industrial copyright, with photos, texts, sound or video files, without authorization of representant of art or responsible companie.

## Expressly prohibited too

- Software utilization out of the conditions established her;
- Translate, decompile, copy code, image, screen or any part of the SOFTWARE to use in any other platform, system or other;
- Rent, lease, re-sell or transfer license;
- Change the product or merge all or any part with other program;
- Remove or edit the copyright, registered brand, or any other notice of copyrighted of HashTrack.

## Offered Model

The HashTrack is offered, exclusively with this document, containing the temporary License Use of Software, limited, not exclusive, not transferable and irrevocable. The Client recognize that he not buy the HashTrack, only have a License of use. Never will be shared the font code of the HashTrack.

## Hashtrack business model

The HashTrack is offered with diverse plans that are informed in the description of each one on the page of Plans. The plans and theirs characteristics (like price, number of users, disc space and others) will be on the page. This plans can be modified and excluded without previous notice. When you assign the "HashTRack", the period for alteration will be 1 day.

## Publicity

Since that you create the account on the HashTrack you will be the our client, and for that, you give us authorization to use your company name and logo on the website and others communications. If you dont use the HashTrack on a period of 90 days we will delete your account and revogate the authorization about the logo and your company name.

## Invoice

We will do automatically invoice according the plan chosen, since the migration until the cancellation. The Client is responsible about the taxes payments, and we will include taxes if this is obligatory. If the client do a upgrade on the plan, we will charge the difference between the plans on the next invoice. If the client do a downgrade on the plan, we will do a credit on the account and charge only when this credit end. If the client don't use the platform we will charge him by the way. If the client dont want use anymore the HasTrack, the client must ask the cancellation of the plan

## Support

Know how the HashTrack works is very important to use all the features that him deliver. We have many videos, materials and online training on the session "HELP" of the website. Our support about questions and HashTrack operation is available on commercial period (9:00 a.m - 12:00. 14:00 hs-18:00hs. GMT -3). We suppose that the client have knowledge about your system operation and how your computer connect on the internet. If the Client choose call to HashTrack, the cost about will be of the client. We prefer that all contacts being for the [suporte@hashtrack.io](mailto:suporte@hashtrack.io) email.

## Backup

Hastrack is not responsible to do the backup of all data, the Client have the necessary tools to do this and storage your data. In cases of deleted data of oldest versions, bHashTrack maybe don't have the backup.

## Cancellation

The Client can cancel your plan anytime, but will never be refunded. If don't have use of the platform the HashTrack will not refund too, except in the cases provided by law.

## Deleted Data

If the Client be on a free plan and don't login in their account on a period of 12 months, the HashTrack reserved the rights to delete all data. If the Client be on a paid plan, the Hastrack will only delete the data in 12 months after the end of the contract and the HashTrack will provide a "Dump File" on a csv. format if asked before the cancellation. If the Client delete your data on the website will not be possible send this csv. HashTrack dont have the responsibility to export the data in another format. If the Client be on a Test Plan and this period over, the Client will have 60 days to migrate to a paid plan, until we delete your data.

## Termination

The Client can cancel your plan or stop to use the platform anytime. The HashTrack reserves the right to suspend or stop the offer anytime and without previous notice.

## HashTrack is “that way”

The HashTrack do the better and the biggest efforts to offer the platform on the better way, but some things we can guarantee. Nós realizamos os nossos melhores esforços para oferecer o HashTrack de forma exemplar, mas há certas coisas que não podemos garantir. TO THE EXTENT ALLOWED BY LAW, HashTrack AND ITS AFFILIATES, SUPPLIERS AND DISTRIBUTORS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THEIR OPERATION, AVAILABILITY OR CONFIDENTIALITY OF THE DATA STORED IN HashTrack. HashTrack IS PROVIDED "AS IS". WE ALSO DISCLAIM ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

## Liability Limitation

TO THE EXTENT ALLOWED BY LAW, IN NO EVENT SHALL HashTrack, ITS AFFILIATES, SUPPLIERS OR DISTRIBUTORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF USE, DATA, BUSINESS OR PROFITS, REGARDLESS OF LEGAL THEORY, WHETHER HashTrack HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH INDEMNIFICATION, AND EVEN IF A PROTECTION DOES NOT REACH ITS ESSENTIAL PURPOSE, (B) THE LIABILITY ADDED BY ALL APPLICATIONS FOR INDEMNIFICATION RELATED TO THE SERVICES IN VALUE SUPERIOR AR \$ 100 OR THE AMOUNTS PAID BY YOU TO HashTrack DURING THE LAST 12 MONTHS OF USE.

## Comprehensiveness of Understandings

These Terms constitute the entire agreement between the Client and HashTrack, and supersede any prior or contemporaneous agreements. They do not create any rights of third-party beneficiaries

## Waiver, independence of clauses and assignment

The fact that the HashTrack do not require compliance with something that is agreed here does not constitute a waiver of our right to do so later. If a provision is found to be void, the remaining provisions of the Terms will remain in full force and a valid term will replace the term null, reflecting our intent as much as possible. The Client shall not assign any of your rights under these Terms and any attempt to do so shall be void.

HashTrack may assign its rights to any of its affiliates or subsidiaries or to any party that may succeed it in the participation of any associated company with us.

## Contractual period and Modifications

The term of validity of these Terms is indeterminate. These Terms may be, and probably will be, revised from time to time, and the most current version will be posted on our website. You will be notified via your HashTrack email if a review significantly reduces your rights. If you continue to access or use the Services after the reviews have entered into force, it is understood that you agree to abide by the revised Terms.

## Resolving disputes

There is nothing more important to us than good relationship with our customers. Therefore, you agree to contact us and attempt to resolve any dispute that may occur informally. If within 15 days we can not resolve, then both you and we can file a formal lawsuit. Should this occur, it is defined that we will resort to the Central Forum of the District of the City of São Paulo / SP in Brazil, renouncing any other, however privileged it may be.