



## JUR-PG-0001 - ADHESION TERM BETWEEN PETRONECT AND USERS/SUBSCRIBERS

**Dear Customer,**

We kindly call your attention to the following:

- The acceptance of this term is essential to conclude your registration on Petronect Portal;
- The company is responsible for the maintenance of User's data. Keep the data updated to avoid any issue with company's participation in processes via Petronect;
- Get to know the training provided by Petronect in the menu The Petronect>Training after your log in;
- When uploading files, choose for low formats (e.g. ".Pdf") and preferably compressed (e.g. ".zip") with less than 5 MB;

### CONTRACTUAL TERMS AND CONDITIONS

#### DEFINITIONS

**Acceptance** – Statement by User that the supplying company has read, understood and accepted the terms of this document.

**Access Area** – There are two Access Areas: “External” or “Public”, available to anyone via regular Internet access, where generic data and information on topics of interest are found; and the “Internal” area, which provides access to services and content of the Portal to those with a username and password, the use of which, depending on the case, is subject to the Conditions to Access and Use of the Portal.

**Subscriber** – A registered user of the portal who is up to date to on issues concerned to the Access Fee.

**Access Key** – User or Subscriber Password for browsing Access Areas.

**Content** – The information available on the Portal in your Access Areas.

**Personal Data** – Any information relating to an identified or identifiable natural person.

**Bidding Entity** – Entity that promotes the bidding process.

**Login** – Username for logging into the Access Areas.

**Public Opportunities** – These are the modalities of public bidding processes that are posted on the External or Public Area of PETRONECT Portal.

**Opportunities** – Different modalities of public (bidding processes) or non-public contracts.

**Privacy Policy** – Policies established by Petronect, available on the Portal.

**Portal** – Internet procurement Portal at [www.petronect.com.br](http://www.petronect.com.br)

**Access Profiles** – Rights and permissions assigned to Users for using the Portal.

**System** – Internet business intermediation system offered by Petronect.

**Petrobras System** – Petrobras System companies that carry out bidding processes for hiring via Petronect System.

**Services** – The services provided by Petronect to Portal Users or Subscribers, with the specific purpose of fulfilling the contracts executed via Petronect Portal.

**Transaction Fee** – The fee charged by Petronect payable only by the User that is awarded a contract under a bidding process, which compensates in part the IT costs the Bidding Entity incurs in relation to the bidding process.

**Access Fee** – The fee charged to each taxpayer identification number CNPJ of a Subscriber to participate in the Public Opportunities posted on the Portal.

**Adhesion Term** – a contract made between the user or subscriber and Petronect in order to access the system, according to terms and conditions defined.

**Transaction** – Execution of the legal agreement resulting from a procurement process via Petronect Services by the signature of a contract with the buying company.

**Trainings** – free training and recycling courses in order to improve the knowledge from the Portal functionalities and get squeezed the relationship with the Portal subscribers and users.

**User** – A natural or legal person registered to access the Portal functionalities, who may be a mere User or a Subscriber.

## **1. GENERAL CONDITIONS OF USE AND ACCEPTANCE THEREOF**

1.1. This Contract for the Provision of Services governs the use of the services on the Electronic Procurement Portal via INTERNET at [www.petronect.com.br](http://www.petronect.com.br) that Procurement Negócios Eletrônicos SA (“Petronect”), a legal entity governed by private law, taxpayer identification number CNPJ 05.370. 858/0001-61, headquartered at Rua do Passeio, 38/40 - Sala 1301 - Centro, Rio de Janeiro - RJ, 20021-290– Brazil provides to Users or Subscribers who use the Portal for online procurement and other services, with the specific purpose of complying with the Opportunities posted through the Petronect Portal, for undetermined term after the Acceptance of this Contract.

1.2. The acceptance of the terms of this Contracts sets out to the legal condition of Portal User or Subscriber and states your adherence to all items of this Contract in the version published at the very website, where there is a specific link for accessing this document and all its terms.

1.2.1. This agreement is determined by the supplying company's User acceptance on the Portal. Thus, when logging into the Portal the User declares in advance - and irrevocably - that the User has read, understood, and more importantly, accepts all the terms of this document.

### **1.3. The Portal has two Access Areas:**

1.3.1. An "External" or "Public" one, available for anyone by mere internet access, with general information on topics of interest.

1.3.2. An "Internal" one providing access to Portal services and content to those who have a login and password, the use of which is subject to the terms of item 3 of this instrument (Special Conditions of Portal Access and Use).

1.3.2.1. The User must read the relevant Special Conditions of Portal Access and Use, in item 3 of this Contract, before they access or use the Services and/or access to the Contents for the first time.

1.3.2.2. Any access to Portal services and content implies the unconditional acceptance by Users of the legal conditions of use in the version published by Petronect at the time of the access and/or use, the updated and full version of which is found on the Portal at all times.

1.4. The User is solely responsible for User's content, data and statements disclosed on the Portal, ensuring the accuracy and timeliness of the information provided there, for all purposes.

1.5. Petronect is not responsible for any damage caused to third parties resulted from a User conduct that is improper and offensive by Petronect's view, or contrary to the applicable law.

## **2. THE INTERMEDIATION SYSTEM**

2.1. Petronect offers an Internet business intermediation system which the User is authorized to carry out business transactions sending and receiving quotations and purchase proposals via online services including, but not limited to, quotations, auction, trading, catalogues, ordering, and access information related to these and to registered suppliers.

2.2. Petronect reserves on the right to unilaterally modify, at any time, the Portal design and setting and to change or delete, at any time, the Services, Contract Terms, Special Conditions of Portal Access and Use, and all warnings, regulations and instructions for use.

### **3. SPECIFIC CONDITIONS FOR ACCESSING AND USING THE PORTAL**

3.1. In case the User wants to browse the Internal Access Area, he/she must be previously logged and/or registered in the Portal;

3.1.1. The login and/or registration in the Portal, with the Acceptance of this instrument, will allow the User to use the Internal Access Area and all features thereof, other than participating in the Public Opportunities posted on the Portal, according to the "Definitions" item.

3.2. If the User wants to take part in the Public Opportunities posted on the Portal, according to the "Definitions" item, the User will pay the Access Fee amount indicated on the Portal whereby the User will hold the status of a Subscriber.

3.2.1. Such amount will secure the Subscriber access to take part in Public Opportunities, limited to up to three (3) Access Profiles per company taxpayer identification number CNPJ. Such limitation will be implemented from time to time at Petronect's discretion.

3.2.2. This amount will secure the Subscriber participation in the Public Opportunities posted on the Petronect Portal external area from June 25, 2018 and whose expiry date for the original Opportunity is August 1, 2018 or later.

3.3. The access fee will ensure the participation on Public Opportunities, being renewed for the minimum period of one month, according to the validity time option and available amounts on Portal for the subscriber's choice. The Subscriber may check the validity time of the subscriber and the price to be paid on system.

3.4. At the end of the subscription term, the Subscriber will automatically lose this status.

3.5. Commencing on the effective date of this "Adhesion Contract", the Access Fee will be charged for each taxpayer identification number CNPJ used by the Users as Portal Subscribers, which will be considered separate Subscribers for the purposes of this Contract.

3.6. Subscriber will not be entitled to a refund of any amount paid as a Petronect Access Fee.

3.7. The Subscriber will use and retain its Username (hereinafter referred to as "Username") and its Password ("Password," and collectively the "Access Key").

3.8. The Subscriber will use the Access Key properly and keep it secure and confidential.

3.8.1. Subscriber undertakes to promptly notify Petronect of the loss or theft of the Access Keys and any risk of unauthorized third parties who are aware of them for any reason to access them.

3.8.2. The imperfection or misconception in the registration of the Access Keys by the User (or User's agents) will be automatically recorded by the Petronect computer system, which will take appropriate legal action if the Keys are found to have been provided to unauthorized third parties for their use.

3.8.3. Petronect will not be liable for any loss or damage arising out of the User's or Subscriber's breach of the duty of care provisions under the Contract Terms and Conditions.

3.9. The User and Subscriber will be, within their scope of activity in the Portal, able to offer goods or services on the System.

3.10. Petronect may, at Petronect's sole discretion, reject any information provided by its Users or Subscribers when it finds that it is not in compliance with the law governing this Contract or is contrary to the provisions thereof.

3.11. Petronect will use information provided by Users or Subscribers for business purposes only, that is, within the scope of the activities carried out on the System and in strict compliance with the Privacy Policy that is available on the System.

3.11.1. Petronect, in accordance with applicable law, informs you that it will process Personal Data carried on the Portal strictly for its business processes and in accordance with its Privacy Policy.

#### **4. GENERAL CONDITIONS**

4.1. By accessing and using the System, the User or Subscriber declares to be aware of and agrees to abide by Federal, State, and Municipal laws in any way concerning the use of the Services provided by Petronect and the offer by the User or Subscriber of goods and services through the System.

4.2. The User or Subscriber will not to cause any damage or destruction to the System or Software, in whole or in part, nor will they perform, to the detriment of third parties, any of the following: posting, transmitting or make available material within the System or Software including viruses or other computer programming that may harm or damage the System or Software, and will not intercept, interfere with or expropriate the System or Software information, registration or data protected by copyright and intellectual property law.

4.3. The user or subscriber has the commitment to keep his/her data updated, including, but not limited to mobile phone number, the profiles access list of his/her company at Petronect Portal.

4.4. The user or subscriber allows Petrobras group companies to send any official acts communications and perform intimations through an available electronic address or mobile phone number on legal person registration at Portal regarding to administrative processes and current procedures on Petronect System

4.4.1. In case of communications or any kind of intimation through an electronic address or instant message app by using a phone, the user or subscriber is aware that is going to be intimated: (i) user manifestation; (ii) automatic read confirmation notification; (iii) the characteristic graphic sign which shows, unequivocally, the reading by the user; (iv) the ficta science, when it is sent to an electronic mail or mobile phone number given on legal person registration at Portal. The terms counting will begin on the first business day following to any of the foreseen hypothesis.

4.4.2. In case of communications or any kind of intimation through the Portal, the user or subscriber is aware that is going to be intimated in 15 (fifteen) calendar days to be counted by the time in which the communications or intimations is registered in Portal or occurs the user/subscriber Portal access – internal área. We are going to consider the first action made by the user.

4.5. The user or subscriber will have free access to training and recycling courses to use the Portal functionalities.

4.5.1. Petronect does not sign commercials and/or partnerships relations by publishing the mentioned trainings above.

## **5. USERS' AND SUBSCRIBERS' RESPONSIBILITIES**

5.1. They are responsible for the actions related to the operations performed by their Access Profiles logged into the System, assuming as firm, accurate and true all their proposals, bids or registration information.

5.2. They will monitor, until completion, their operations in the System on a regular basis, holding Petronect harmless from any liability in case of any business lost due to non-compliance with its own time limits, resulting from any notices issued or not through the System, due to system disconnection, for non-qualification or qualification or any other reason for which the User and the Subscriber are responsible.

## **6. PETRONECT'S RESPONSIBILITIES**

6.1. Keeping the system operational by committing to review and make available, at its discretion, as necessary and feasible, any changes and improvements to be implemented on the system.

6.2. Restoring the System as soon as possible when it becomes unavailable, for technical reasons or internet failures, or for other circumstances beyond the control of Petronect, assuming no responsibility for such incidents.

## **7. RESPONSIBILITY FOR THE INFORMATION**

7.1. Petronect may keep a preventive control over the data and information submitted to its Portal by Users or Subscribers as to their technical nature and possible virus contamination.

7.1.1. By considering the multi-User character of the Services, and the plurality of content sources, Petronect is technically unable to guarantee at all times the absence of viruses or other malicious programs, such as harmful elements capable of producing changes in their computer system (software and hardware) or in electronic documents and files stored in their computer system.

7.2. Petronect is not responsible for the accuracy of the information and data of the Users or Subscribers made available on the Portal, nor for the result of the business activities of their intermediaries. Accordingly, it recommends collating sources and using appropriate judgment before making any economic, administrative, strategic, planning or execution decisions based on data extracted from the Portal, printed Newsletters and Bulletins, independently of its source, origin, or author thereof.

7.3. Petronect disclaims any liability for damages of any nature that may arise from any inaccuracy, accuracy, completeness and/or timeliness of the data and information, nor that Registered Buyers and/or Registered Sellers will act as promised and agreed.



7.4. Petronect disclaims any liability for any damage arising from the use of this information by its Users or Subscribers, including, but not limited to, those that may result from:

- a) transmission, broadcast, storage, dissemination, receiving, obtaining or accessing data and information including, but not limited to, any damage that may result from the failure to transmit, broadcast, store, disseminate, receive, obtain or access data and information;
- b) infringement of intellectual property and industrial rights, trade secrets, contractual covenants of any kind, property rights and of any other nature belonging to a third party as a consequence of transmitting, broadcasting, storing, disseminating, receiving, obtaining or accessing data and information;
- c) the performance of acts of unfair competition and illegal advertising by third parties, or their agents, because of the transmission, broadcasting, storage, dissemination, receipt, obtaining or access to data and information;
- d) inadequacy for any purpose or frustration of expectations generated by data and information;
- e) non-compliance, late performance, defective performance or termination for any reason of obligations agreed by third parties and contracts with third parties through or due to access to data and information;
- f) any defects and errors of any kind that may exist (either explicit or hidden) in the services provided directly and through the Portal, or in the printed Bulletins published by Petronect.

7.5. Petronect is not responsible for the content, information or services of third party websites whose advertisements or links are made available by Petronect, the sole responsibility of which is the owners of such websites.

7.6. Data and communications related to the Opportunities will be subject to the relevant legislation and rules defined by the Bidding Entity.

## 8. INTELLECTUAL PROPERTY

8.1. Data given by Users or Subscribers may be published or treated by Petrobras System for the Portal functionalities and its business purposes, on non-exclusive basis, irrevocable, during the contractual period without payment requirement so that Users or Subscribers' right do not get damaged.

8.2. Petronect hereby represents and warrants that the use of Users' or Subscribers' data will only be made in accordance with the Privacy Policy.

8.3. Responsibilities from Petronect Intellectual Property:

- a) Know-how;
- b) Technical informations;
- c) Patents;
- d) Graphics;
- e) Images;
- f) Pictures;
- g) Registered brands;
- h) Logotypes;
- i) Flowcharts;
- j) Procedures;
- k) Formulas;
- l) Routines;
- m) Reports;
- n) Institutional presentation; and/or;
- o) Any others intellectuals products from the Portal.

8.4. It is not allowed to use Petronect Intellectual Property to any goal, under sentence to be characterized by Intellectual Property crime, which may be eligible to pay an idemnity on brazilian legislation terms in force.

8.4.1. Exceptionally, in case of disclosure by or to others, it must be submitted to a previous Petronect review and approval in writing.

8.5. Petronect does not agree on commercial use of its Intellectual Property.

## **9. SUBSCRIBERS' OBLIGATIONS**

9.1. The Opportunity-winning Supplier may be charged by Petronect for a Transaction Fee, which is intended to reimburse in part of the IT costs the Bidding Entity incurs in relation to the bidding process.

9.2. The parameters for determining the amount of the Transaction Fee are set forth in the Bid Notice published by the Bidding Entity.

## **10. EFFECTS OF THIS CONTRACT**

10.1. This Agreement is effective from the date of the User's or Subscriber's Acceptance and its effects thereof will only expire after a new version of a similar contract is published on the Portal.

10.2. By having a new contract or updated version published, the current condition become revoked by the new instrument previously, except for those quiet instruments.

## **11. INDEMNIFICATIONS**

11.1. Petronect will not be liable for the quality of the services and products offered by Users or Subscribers on the System, or for the accuracy of the information and data submitted in relation to the business operations or the business activities of the Users and Subscribers.

11.2. If the events mentioned above occur, and if there is actual damage to Petronect, Users and Subscribers will be responsible to compensate Petronect for such losses.

11.3. Under no circumstances will Petronect be liable for any loss or damage of any kind arising from, or in connection with, the use of the site, error in the transmission of information, site access interruption or suspension, improper use of the Access Keys or Password by the User or Subscriber, including, but not limited to, direct, indirect loss or damage, loss of profits or any other form of compensation.

11.4. Except as expressly provided herein, Petronect makes no warranty as to the results that may be obtained by using the System.

## **12. GENERAL PROVISIONS**

12.1. For all legal purposes, the Portuguese language version of this instrument will prevail over the other versions published on this Portal.

12.2. The services provided on the Petronect Portal are performed in accordance with, and strictly pursuant to, the laws that govern the matter in Brazil.

12.3. The parties submit to the exclusive jurisdiction of the Courts in the Judicial District of the State of Rio de Janeiro for the determination of disputes between the parties regarding the obligations agreed hereunder.

## **13. RECENT UPDATES**

1. Original Issue;

2. Reviewed item 4.3 and included items 4.4, 4.4.1, 4.4.2. English and Spanish versions suitable;

3. Inserted the item "TRAINING" in the DEFINITIONS topic, in addition to the items 4.5 e 4.5.1, 8.3, 8.4 e 8.4.1 e 8.5;

4. Revised items 3.3 and 3.4. English and Spanish versions suitable.

5. Item 4.6 inserted. English and Spanish versions suitable.

6. 3.3, 8.1 and 10.2 items reviewed. English and Spanish versions suitable