

# Terms and Conditions



The following are the terms of use applicable to "C4C7OPS" Users under which C4C7US INC (the "Company") allows the use and access to the Services of creation and deployment of infrastructure in different IaaS providers through a DevSecOps solution under SaaS mode (the "SaaS").

These terms will describe the relationship between the Users and the Company. They will explain the rights and obligations that Users acquire through using the Services provided by C4C7OPS by any means and the rules under which the Parties will manage their relationship.

By registering as a User, by clicking on "Create an account," "Login," or another similar link, by accessing or using our Services, and/or by expressing electronic acceptance of these terms, C4C7OPS Users give their consent and accept these terms. If the User does not agree to these terms, the User should not click on the service links or other similar links and should not access or otherwise use our Services.

Likewise, by performing any of the activities mentioned above, Users declare that they have the capacity and the necessary powers to bind themselves following these terms. If whoever uses C4C7OPS Services does so on behalf of a legal entity or third party, they guarantee that it is fully empowered to bind and/or represent such Person. In case of not being authorized, shall be personally liable for the obligations undertaken under these terms.

Notwithstanding the previous, and upon express written request of the User, the Company may send an electronic copy of the terms outlined in this instrument.

## 1. What is C4C7OPS?

C4C7OPS is a SaaS solution that allows users to self-manage the functionalities of the cloud infrastructure necessary to develop and make their applications available to the public, and intuitively, thanks to our technical intermediation platform, leaving behind the complicated interaction with the consoles of the cloud infrastructure providers.

## 2. Definitions

**"C4C7OPS"** is the interface for the creation, management, and deployment of infrastructure in different IaaS providers through a DevSecOps solution in SaaS mode, platform, or IT development,

regardless of its name, which will offer the User access to the Service. The name of the technological platform, format, and operation may vary as deemed convenient by the Company.

**"Discount"** means the discount percentage on the service Fee that may be agreed in advance with the User.

**"Fees"** means the prices of the Services or Plans previously informed to the User through the platform, or the commercial proposal sent to the User.

**"Maintenance"** is understood as the downtimes or interruptions of the Service, derived from technical, operational and/or technological maintenance that the Company requires to perform and that may include, but are not limited to (i) maintenance windows performed by the Company, understood as the modification or repairs of the SaaS infrastructure; (ii) maintenance programmed by the User, where the maintenance of the SaaS configuration is performed, which the User has previously requested and, therefore, has been subject to joint and previous programming. This configuration may respond to hardware and software upgrade events; and (iii) emergency maintenance, which refers to unplanned critical maintenance for the security and performance of the SaaS configuration, without which C4C7OPS would not meet the Service standards.

**"Parties"** means jointly the Company and the User.

**"Person"** means any person, partnership, joint venture, association, company, corporation, foundation, or any other entity with legal personality or any other government entity or any nation or political subdivision thereof, whether local or foreign and any agency, authority, regulatory entity, court, central bank, or any entity in the exercise of its executive, legislative or judicial powers.

**"Plans"** means the subscription plans offered to Users.

**"Service"** means the service of creating, through a user-friendly interface, network architecture environments for production or development on the platforms of different cloud infrastructure providers ("IaaS") acting as third parties, in which the User may (i) configure monolithic or microservices services for backend with varied characteristics of scalability, CPU, among others; (ii) configure frontend with the programming language of your choice; (iii) manage access to databases of your choice; (iv) monitor the performance of the application created in the IaaS provider chosen thanks to our SaaS; and (v) may develop any other functionalities in the future. The previous examples demonstrate the functionality of the platform without being exhaustive.

**"SLA"** means the Service Level Agreement through which the Parties agree on availability levels, maintenance, attention, and incident criticality, among others. The SLA shall be incorporated into these terms and conditions as Schedule 1.

**"Support"** shall be understood as the service to address the failures of C4C7OPS according to the Plan purchased and the levels of criticality thereof, provided by the Company's personnel and/or employees who have training and experience in the matter, who will be available in the requests response raised via Slack, Discord, e-mail or any other communication channel that the Company allocates for this purpose, at the times published in Schedule 1 of this instrument, and any additional levels of assistance offered by the Company for the specific services purchased by the User and described in this instrument.

**"Users"** are the employees or collaborators who act as final consumers of the Software, as a consequence of a Person having contracted and paid for the service and subsequently delegated to them the access to use the license to use it. s. The Users will have access to their profile to upload the necessary information for the development of the Services provided by C4C7OPS, as well as the management of their C4C7OPS account.

### **3. Purpose, Services, and services specifications.**

#### ***3.1. Purpose***

By contracting the SaaS service, by accepting these terms, and/or by using our Services, Users are freely and voluntarily acquiring an application programming interface service, whereby the Company agrees to deliver a non-exclusive, non-perpetual, and non-transferable license to use C4C7OPS. By granting a non-exclusive license, the Company shall have the right and prerogative to license the use of C4C7OPS to third parties without this representing or implying a prejudice or detriment to the rights of its Users. Any unauthorized use by Users shall result in the payment of damages in favor of the Company.

The terms of these services include this agreement and any other binding document published in C4C7OPS or made known to the User by any other means, which will be available for consultation.

#### ***3.2. SaaS Service and scope.***

The Company offers a SaaS service for Users, i.e., it allows them to access the functionalities offered by C4C7OPS through accounts or sessions to which they have remote access through a computer connected to the Internet to create, through a friendly interface, network architecture environments for production or development on the platforms of different IaaS providers acting as third parties, in which they can by way of example, but not limited to (i) configure monolithic or microservices services for backend with varied characteristics of scalability, CPU, among others; (ii) configure frontend with the programming language of your choice; (iii) manage access to databases of your choice; (iv) monitor the performance of the application created in the IaaS provider chosen thanks to our SaaS; and (v) any other functionalities that may be developed in the future.

### **3.3. Requirements to access the Services**

For Users to access the Services, they must meet the following requirements:

- a. Have the necessary resources to pay for the Services.
- b. Have a profile in C4C7OPS
- c. Have an cloud services provider account.
- d. All those deemed necessary by the Company and previously informed to the Users.
- e. Have the legal capacity to contract according to the law of the country where the User resides.
- f. To have read and accepted these terms and conditions.
- g. To be in the area of coverage of the Services, LATAM, it being understood that business hours for accessing services such as support, among others, will be determined by the GMT-5 time zone.

### **3.4. Access Credentials**

To access C4C7OPS, the User must create a user and establish an access password. These access credentials are unique and non-transferable, so the User is responsible for any unauthorized use made by a third party, whether done voluntarily or involuntarily or any third party that may access your credentials by acts performed or generated by the User. Users are required to enable and use two-factor authentication (2FA) for enhanced security. The 2FA login process provides an additional layer of verification to protect user accounts from unauthorized access. Users are responsible for maintaining the confidentiality of their 2FA credentials and ensuring the security of their accounts.

The User agrees to notify C4C7OPS immediately, by any suitable and reliable means, of any unauthorized use of your account, as well as the access by unauthorized third parties, to remove the access credentials immediately.

### **3.5. Modalities**

The Service is acquired through the Plans in which the Users will be able to find different functionalities and services depending on their needs, which you will be able to find in the following link: <https://console.c4c7ops.com/v1/pricing>.

The Plans offered are:

- Idea
- Team
- Basic
- Enterprise

The User and the Company may agree in advance on specific Discounts on the Plan purchased according to their needs, which shall be a binding part of these terms.

In the pricing tab on the platform after the User is registered, you can find the Plan Fees, or the commercial proposal shared with the Users. The Company reserves the right to update its prices following its business policy, in which case the Users will be informed of the new prices to decide if they want to continue with the Services. The previous Fees will be maintained during the current month so that the new prices will apply from the following month if the User decides to continue with the Service. In case the User does not inform before the beginning of the new monthly period his decision to withdraw and cease the use of the Services, they will be considered tacitly accepted and will be charged to the chosen payment method.

### ***3.6. Payment method***

The Company shall make available to the User the following payment methods:

- Credit card

The Company reserves the right to temporarily or permanently suspend the Service when payments, deadlines, and payment conditions are not met.

The User understands and accepts that the Company reserves the right to delete the information in their C4C7OPS account if the non-compliance with the obligations and payments persists for more than ten (10) days, without prejudice to the backup copies that it voluntarily makes of the User's information, always respecting the current regulations regarding the handling of Personal Data and third-party information.

### ***3.7. Payment Periodicity***

The Fees for the selected Plan will be charged monthly to the payment method provided by the User on the platform. The User may cancel their subscription and terminate the Service as follows:

- During the trial period: The User may cancel at any time with immediate effect, and no charges will be applied.
- After the trial period: The User must provide written notice at least three (3) months in advance. During this notice period, the User will retain full access to the Service under their current subscription Plan.

Failure to provide the required notice after the trial period will result in continued monthly charges until proper notification is given, as the Service will remain active.

### **3.8. Support Services.**

#### *a. C4C7OPS Maintenance*

The Company undertakes preventive and corrective maintenance activities to avoid possible errors, failures, or intermittencies in executing the C4C7OPS user license or to correct its errors, failures, or intermittencies. In performing the C4C7OPS maintenance obligation, the Company may restrict access to and use of C4C7OPS for repairs or maintenance scheduled twenty-four (24) hours in advance or when reasonably required to secure the SLA. The maintenance periods in which C4C7OPS is offline or disabled shall not affect the relevant downtimes and shall not be considered as generating damages to the User, as they are necessary for the development and execution of this agreement.

Under normal conditions, the Service will be available in the percentages agreed in the SLA; however, the User accepts that there may be downtimes or interruptions of the Service derived from technical, operational, and technological maintenance that the Company requires to perform, including emergency maintenance, which refers to unplanned critical maintenance for the security and performance of C4C7OPS configuration, without which the Service standards would not be met.

#### **b. Technical Support.**

The Company's personnel will take care of the failures of C4C7OPS according to the levels of criticality. They will be available to respond to the requests raised via Slack, Discord, e-mail, and/or communication channels that the Company makes available to the User at the times published in the SLA and any additional level of assistance offered by the Company for specific services purchased by the User and described in these Terms and its schedules.

## **4. Term, Suspension, and Termination of Service.**

### **4.1. Term.**

The term of the Service shall be following the Plan acquired by the User.

### **4.2. Suspension.**

The Company has the power to temporarily suspend the Services if the actions or omissions of the User represent any threat to C4C7OPS or if the payment of the Fees has not been made following Section 3.4. However, if the causes that gave rise to the non-compliance of the terms are remediated or eliminated, the Company shall resume the Services within five (5) business days.

## 5. License of Use

During the term of the Service referred to in Section 3.2, and unless otherwise provided, the User shall have a limited, non-exclusive, non-assignable, and fee-based right of use to access and use the Company's Services for its operative and internal management.

Under this license of use, Users may not use the Services for purposes other than those already mentioned.

Likewise, the Users accept that the license of use can also involve the access and use of any additional functionality that the Company provides.

By accepting these terms, the User unequivocally states that this license of use does not involve additional or related services not described in Section 3.2 or for a time or period that exceeds that requested in any of the Service modalities. Therefore, once the term of the Services ends, the Services shall end.

To achieve adequate and proper implementation of the Services, the User grants the Company the right to use, process, and transmit content - meaning data, documents, files, audio, graphics, illustrations, images, information, video, photographs, texts - that is its property, during the term of the Services, as well as during the additional period and after the termination that is necessary to retrieve any information. Once the Services are terminated, all data contents will be permanently deleted.

## 6. Software Service Restrictions.

You understand that the license to use the Software under Section 5 is subject to the following restrictions:

- a. The license of use may not be shared or used by persons other than the User authorized by the Company.
- b. The User may not license, sell, rent, lease, transmit, assign, distribute, display, host, subcontract, disclose, or otherwise commercially exploit or offer or provide the Service and/or those other products and/or services that the Company chooses to provide; on terms other than those permitted by these terms.
- c. The User may not modify, create derivative works, or perform disassembly, decompile, or reverse engineer activities on any part of the Service, or access or use the Service to create, support, and/or assist a third party in the construction and/or support of products or services that compete with the Company and its Services, or that have a similar or identical purpose.

- d. Except as expressly provided herein, no part of the Service may be copied, reproduced, distributed, published, downloaded, displayed, edited, or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording and/or any other means.
- e. The User undertakes to prevent and avoid, by any means it deems reasonable, that unauthorized third parties have access to the Services.

## **7. Obligations and prohibitions of the Parties**

### **7.1. Obligations of the Users**

The Users undertake to comply with all the obligations expressed in the present terms, as well as those determined in other documents, including but not limited to other agreements entered with the Company.

In addition to these obligations, Users shall have the following obligations:

- a. Address the Company's personnel with respect.
- b. Provide the Company with current and accurate information during the entire term of the business relationship.
- c. Pay the Fees for the Services according to the acquired Plan.
- d. Update the information necessary for the proper functioning of C4C7OPS.
- e. Give notice to the Company of any irregularity or illegality that they become aware of that occurs or will eventually occur.
- f. Be liable to third parties for the damages caused by the operations it carries out in C4C7OPS, holding the Company harmless for the economic damages that this generates if a third party claims directly against the Company under an eventual joint and several liability, including, but not limited to, defense costs and attorney's fees.
- g. Read and fully understand these terms.
- h. Comply with all rules expressed in these terms or other documents.

### **7.2. User Prohibitions**

Users agree to refrain from engaging in any of the following activities:

- a. Modify, disassemble, decompile, or reverse engineer the platform.
- b. Testing, vulnerability scanning, or attempting to circumvent security mechanisms implemented on websites, servers, or networks connected to C4C7OPS.
- c. Copy, emulate, or in any way reproduce C4C7OPS software.
- d. Deliberately reduce or impede the accessibility, usability, or operability of C4C7OPS.

- e. Transmit, post, or promote material or content that encourages any conduct that may constitute a criminal offense or give rise to any Company liability.
- f. Upload or distribute any files that contain viruses, corrupted files, or any other similar software or programs that may impair or damage the operation of C4C7OPS.
- g. Access or use the information of any other customers or third parties through C4C7OPS without being authorized to do so.
- h. Use C4C7OPS with products, services, or to promote products or services, or any other material related to spyware, adware, malicious code or programs, counterfeit products, hate material, products made from animals or plants protected by law, piracy/surveillance/hacking/decryption equipment, illegal drugs, pornography, prostitution, stolen goods, or items used for theft, explosives and other dangerous materials, weapons.
- i. Use C4C7OPS to operate or develop mission-critical applications where human life may be at risk. The User understands and agrees that C4C7OPS was not designed for such purpose and that any failure in such cases that may lead to death, injury, damage, injury to a person, or damage to the environment will be entirely your responsibility and not C4C7OPS.

You are responsible for complying with all terms of use of any content, data, or information you upload when using C4C7OPS.

If the User violates any of the special prohibitions, the company reserves the right to terminate the service without any prior notice. The company may also seek compensation for any damages incurred due to the violation.

### ***7.3. Obligations of the Company***

By the nature of the Service offered by the Company, the Company undertakes to:

- a. Allow non-exclusive use of C4C7OPS.
- b. Provide the conditions of permanency for the operation of C4C7OPS.
- c. Provide the infrastructure for the proper operation of C4C7OPS.
- d. Take the necessary measures in case of an error in the platform's operation.
- e. If a User notifies the Company about the existence of false, erroneous, inaccurate, or incomplete information or information that does not comply with these terms, it may make the necessary inquiries and investigations to corroborate the known assertions. In case of evidencing such faults or having reasonable suspicion about its integrity, authenticity, or verifiability, it may deactivate the account by communicating it to the User.
- f. To make the necessary arrangements to carry out the technological updates required for the Service.
- g. Inform the User about any change in the Fees.
- h. Support and instruct the User and its developers to make good use of and get the most out of C4C7OPS.

## **8. Warranties, waivers, and remedies.**

- a. The Company warrants that it will provide the Services outlined in Section 3.2, in all material respects, as described in the scope. If the Services are not provided following the preceding warranty, the User shall notify the Company in writing of such circumstance, describing the deficiency in the Services.
- b. The Company shall only be liable for failures of C4C7OPS below the guaranteed service levels.
- c. The Company will use its best efforts to provide the Services at the quality expected by Users, subject to these terms.
- d. C4C7OPS is not responsible for the availability of applications managed through C4C7OPS, nor for errors in code injected by C4C7OPS Users. The responsibility for maintaining the availability and integrity of the code of the applications lies entirely with the users managing them, and any code errors introduced by Users will not be the responsibility of C4C7OPS.

## **9. “As Is” Service**

Users agree that the Service provided by C4C7OPS is an “as is” service, which means that there is no express or implied warranty of any kind as to the performance of the SaaS service, except for the warranty outlined in the last paragraph of Section 8.

No information Users may have received by any means from the Company or any of its representatives or officers, in addition to these terms, shall engage the liability of the Company or represent any warranty regarding the Services.

For this reason, the only recourse that Users will have concerning the Services provided by C4C7OPS is not to use them again without implying any reimbursement in favor of the Users.

## **10. Requests, complaints, claims, and suggestions**

Requests, complaints, claims, and suggestions (“Claims”) to C4C7OPS Services shall be governed by the following provisions:

- a. The Requests may be submitted through the e-mail: [support@c4c7us.com](mailto:support@c4c7us.com)
- b. The Company will register and individualize the Claim by assigning a number, which will be made known to the Person who filed the Claim through a copy or by informing of the complaint number.

The Company will not be responsible for responding to a Claim when it deals with information or a service that is not provided directly by C4C7OPS. It will be responsible for giving the necessary specifications to the User as to who the responsible Person is. The Company will respond to the Claim within fifteen (15) business days from its receipt.

## **11. Liability exemptions**

The Company informs Users that it shall be exempt from liability when:

- a. Users provide incorrect, inaccurate, not updated, or false identity data or information, and in particular, but not exclusively or limited to, for damages of any nature that may be due to impersonation of a third party, made by a User in any communication or transaction made through C4C7OPS.
- b. A suspension, interruption, or cut of the Service due to corrective or preventive maintenance.
- c. When urgent modifications must be made that are necessary in C4C7OPS due to causes beyond the Company's control in cases of congestion in the lines or signals, cases of force majeure or fortuitous events attributable to nature, atmospheric conditions, high or low voltage in the electrical system and others of a similar nature.
- d. Viruses imported through the network or whatever their origin.
- e. For improper use of the Services by the User, whether due to lack of knowledge of use, misconfiguration, technical failures of access, or other similar equipment owned by the Users.
- f. For any cost, prejudice, or damage caused to the Users as a consequence of the improper use of the Services by persons outside the Company.
- g. For the infringement of intellectual property rights by Users, those who claim to be right holders, either as owners or licensees of such rights or those who presume to have any authorization for their use.

Furthermore, in no event shall the Company be liable for indirect, punitive, special, exemplary, incidental, consequential, or consequential damages or any damages for loss of data, revenue, profits, or other variables concerning the use of C4C7OPS for improper use of the SaaS or attacks, sabotage or other unethical practices or illegal circumstances, force majeure or acts of God. Even with the preceding, and as the Company is an expert in the Services it provides, it will endeavor to have the necessary computer security measures to protect the User's data and information. In any case, the liability of the Company, of any kind or nature, shall be limited to the amount received for the Services.

## **12. Hyperlinks to other websites and use of cookies or similar technologies.**

Users agree that the Company may use cookies and/or other similar technologies, both in C4C7OPS, its contents, and services, as well as in the e-mails sent to Users, for, among others, authentication, recording activities in C4C7OPS, improving functionality, optimizing the Services

offered, analyze market trends, analyze the demographic information of those who visit C4C7OPS and make use of the services it offers, evaluate the effectiveness of advertising, the behavior of C4C7OPS Users and the result of the activities carried out, determine who has opened the e-mail sent and the format in which it is sent. These tools allow obtaining, among others, information regarding the type of browser and operating system used, the IP address, the time spent on C4C7OPS, and the number of visits made to C4C7OPS, among others.

### **13. Intellectual Property Rights**

C4C7OPS, the solutions and the designs, graphics, text, images, source code and object code, usage model, and other content to which Users have access for the provision of the Services are the Company's property and are protected by intellectual and industrial property as appropriate.

The distinctive signs, such as trademarks, trade names, logos, and all components of the distinctive signs of the Company, are the exclusive property of the Company, so Users do not have the right to use the marks without authorization. The User authorizes the Company to use the User's trademark solely to publish it on the Company's website and/or any other document it issues for marketing purposes, including, but not limited to, commercial offers, business presentations, and advertising, among others. The use of the User's trademark does not imply the granting of, or in any way, ownership rights over the trademark to the Company.

The use of the applications and C4C7OPS by Users does not imply any transfer of industrial property rights and copyrights of the Company on such content, nor on C4C7OPS. These terms, the natural and functional purpose of C4C7OPS, and the legal relationship between Users and the Company shall limit the authorized uses. The uses conferred must be interpreted in a restrictive manner.

Users and any third party must refrain from extracting and/or reusing parts of the content without the prior and express consent of the Company and/or their respective owners, under penalty of indemnifying the Company for any damage or harm caused.

The User may not sublicense, sell, rent, lease, transmit, assign, distribute, display, host, subcontract, disclose, or in any other way commercially exploit, offer, or provide the functionalities of C4C7OPS. You may not modify, create derivative works, disassemble, decompile, or reverse engineer any part of C4C7OPS, nor may you agree to use C4C7OPS to create, support, and/or assist a third party.

No functionality of C4C7OPS may be copied, reproduced, distributed, published, downloaded, displayed, edited, or transmitted in any form or by any means, including, but not limited to electronic, mechanical, photocopying, recording, or any other means.

#### **14. Dispute Resolution**

Users agree that for any dispute or disagreement that arises during the use of C4C7OPS, the User and the Company shall have a period of thirty (30) calendar days from the date of the complaint to resolve their differences by direct negotiation or conciliation.

If, after this time, no agreement can be reached, the User and the Company are free to go to the courts of the state of Delaware, United States.

#### **15. Processing of Personal Data**

With the acceptance of these terms, the Company is authorized to collect, use, and process the personal data contained in C4C7OPS and those that may be provided or collected in the future for the purposes and under the terms described in the Company's Privacy Policy, which is available at <https://cactus.cloud/en/for-developers/cookies-and-privacy-policy>

In any case, Users may exercise their rights to know, update, rectify, or delete the data or to revoke this authorization under the terms of the Privacy Policy.

The Company may ask Users for personal data such as name, address, telephone and e-mail, and means of payment. By providing data by any means, the User gives express consent to the Company to carry out operations of Personal Data Processing, such as collection, storage, use, circulation, or deletion, under the terms of the Privacy Policy. The Company may also obtain data through integration with other platforms, which will also be subject to these and especially to the Privacy Policy.

Personal data will be processed to develop the Company's corporate purpose and other purposes specified in the Company's Privacy Policy.

The Company will process personal data, as defined in the Company's Privacy Policy, for as long as necessary to fulfill the purposes mentioned above and/or as long as necessary to comply with legal or contractual obligations.

The Company may retain the User's personal data and information for a period of one (1) month from the cancellation or termination of the Service so that the User requires a reactivation of the Service. After this term, the User's data and information will be deleted from the Company's databases, and in case of requiring a reactivation of the Plan, the configuration of the website and Plan that the User had previously must be performed.

## **16. Applicable Law and Jurisdiction.**

These terms and all rights, obligations, and conditions hereof shall be construed, governed, and enforced following the laws applicable to the State of Delaware, United States. In the same sense, the resolution of any dispute or matter related to this instrument shall be subject to the jurisdiction of the competent courts of the State of Delaware, United States, waiving any other jurisdiction that may be competent.

## **17. Terms acceptance and amendments.**

The use of the functionalities included in C4C7OPS by the Users implies the acceptance of these Terms. If any User disagrees with any of the elements in the Terms, they must cease using C4C7OPS.

These Terms constitute a legally binding agreement between Users and the Company.

The Company may make updates and changes to these Terms, both in appearance, features, and content. It may be changed or modified as new functions or features are developed and to the conditions of access at any time, without any additional commitment to those established by the Company or any claim of prejudice.

Effective Date 15, July 2023.