LEVELS

Asa Softwares LEVELS

Terms of Service

This document is effective as of December 06/Oct/2026

1. Concepts and Definitions

1.1. **LEVELS** - An English term used to describe hierarchical stages or layers.

1.2. **Asa Softwares LEVELS** (the **Service**) - It is a digital online service composed of a user interface application installed on the user's device (desktop computer, notebook, mobile phone, etc.) with remote infrastructure, through which information can be created, stored and shared.

1.3. **Workspace** - It is an online virtual space generated by **Asa Softwares LEVELS** softwares and infrastructure, which a group of people uses for work purposes.

1.4. **Customer** - It is the organization or person responsible for one specific workspace on **Asa Softwares LEVELS** service. It is the one responsible for the account on the service, and also the one responsible for eventual payments related to the use of paid services.

1.5. **Authorized Member** - It is the one who is invited to a workspace.

1.6. **Account** - It is the set of registering data, stored on **Asa Softwares LEVELS** database, which gives birth and is linked to a unique workspace.

1.7. **Content** - It is any kind of information supplied by the system to you or submited by you to the system.

2. The Service Terms

The following **Terms of Service** describe the conditions upon which you will use **Asa Softwares LEVELS**. You must accept our terms presented in this document in order to use **Asa Softwares LEVELS**. If you do not accept our terms described in this document, you must not use the products to which they refer to.

3. The Binding Contract

This written agreement must be known by Customer and all the Authorized Members of its workspace. It is the **Binding Contract** between you, the Customer, and us.

If you use or allow use of the Service by the Authorized Members after being notified of a change to these terms, you acknowledge your understanding of the then-current Contract and agree to the new terms.

If you are the one who created the account, make sure you have the necessary authority to enter into the Contract on behalf of Customer before proceeding.

4. The Terms

4.1. **Asa Softwares LEVELS** is an always evolving, always changing system. Changing is an an intrinsic characteristic of the products we offer online, and our terms, with all certanty, will change to adjust to the new circunstances or realities. You must understand and agree to this principle. We assure you though that the changes we will make to **Asa Softwares LEVELS**, including changes in this agreement, will always target a better relationship with you, the Customer, and the financial balance wee need to carry on our business.

4.2. We'll certainly apply regularly upgrades, updates, bug fixes and maintanance services to the system. As said in term 4.1, this is intrinsic to the Service. We'll try our best to avoid causing hurdle to your work while using the Service, but we cannot assure you will not face any inconvenience while doing it, including unavailability for some periods caused by necessary maintanance actions. When that maintanance actions come to be scheduled ones, we will always issue prior warnings in orther to allow you to prepare the Authorized Members of your workspace for the possible unavailability of the Service. Nevertheless, it is possible the occurrence of emergency maintanance, i.e., necessary, non scheduled, and urgent repairs or updates on software and/or hardware which make up the Service. This includes eventual emergency measures caused by possible hacker attacks to the Service.

4.3. We may collect information on how members of a workspace use the Service, aiming to improve it.

4.4. We may publish and offer content, tools and resources labeled as **Beta**. You must understand "Beta" as "for test" or "being tested". Beta products may have a

satisfactory degree of stability, but they are essentially products which are being developed yet, and so cannot be rellied upon professionally.

4.5. WITHOUT LIMITING ANY DISCLAIMERS IN THE AGREEMENT OR THE SERVICE TERMS, BETA SERVICES ARE NOT READY FOR GENERAL COMMERCIAL RELEASE AND MAY CONTAIN BUGS, ERRORS, DEFECTS, OR HARMFUL COMPONENTS. ACCORDINGLY, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT OR THESE SERVICES TERMS, ASA SOFTWARES IS PROVIDING BETA SERVICES TO YOU “AS IS.” ASA SOFTWARES AND ITS AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE REGARDING BETA SERVICES, INCLUDING ANY WARRANTY THAT THE BETA SERVICES WILL BECOME GENERALLY AVAILABLE, BE UNINTERRUPTED, ERROR FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, ASA SOFTWARES AND ITS AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. ASA SOFTWARES’S AND ITS AFFILIATES’ AND LICENSORS’ AGGREGATE LIABILITY FOR ANY BETA SERVICES WILL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICES THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.

4.6. By now, service support is available only through email. Instructions on how to use the services are provided in tutorial videos.

4.7. Content generated using **Asa Softwares LEVELS** tools, and content uploaded to **LEVELS** database by the members of your workspace are "Your Content". If applicable, the customer is responsible for maintaining licences and adhering to the license terms of any content used in its workspace.

4.8. For the sake of testing the Service, each **Asa Softwares LEVELS** workspace is granted with up to 100MB of database storage space. Upon reaching this limit, any member of the workspace trying to use the Service will be issued a warning about the lack of available storage space, and no more data will be saved in the

database related to the account. To restore storing data the costumer will have to upgrade the account to one of the available comercial plans.

4.9. **Asa Softwares LEVELS** platform is intended to offer some tools or applications on demand. Some of them will be free and will be available to all workspaces. We reserve to ourselves the rights to alter the list of free tools, at any time, removing some from the list and adding them to one of the comercial plans. Every time this come to happen, though, we'll assure to the customer who already uses the tools on the verge of loosing the free status a minimun of 30 (thirty) days to decide about the convinience of upgrading to a new comercial plan.

4.10. Asa Softwares strongly states that our customers data are not for sale, nor they will be shared with any other organization, even non-profit organizations, for any purpose. However, our system depends on other companie's infrastructures, and data leaks may happen in many ways, including hacker attacks, intentional and unintentional data leaks, and even data theft. You, the Customer or Authorized Member, must be aware of these possibilities and accept the existence of these risks while you use the Service.

4.11. You, the Customer or Authorized Member, must use the services only in accordance with these Terms. The members of the workspace must be aware of the terms of this document to which they must abind. The Customer is solely responsible for the content generated or stored in the database linked to the workspace.

4.12. The Service require high speed internet connection to function properly. The Customer is responsible for providing it to the members of its workspace.

4.13. **Asa Softwares LEVELS** is a platform for serious businesses. Although the Customer is solely responsible for the content generated and stored in its workspace, it is forbidden the use of the Service for any kind of pornography.

4.14. **Asa Softwares LEVELS** offer **100MB** of free storage space for testing purposes. When a customer agrees to buy one of our comercial plans, we assume the customer are well aware of what he/she is doing, i.e., we assume he/she have tested the system suficiently to make the buying decision. Based on this assumption, payments must come before paid services activation, and they are non-refundable.

4.15. The Client is allowed to regularly delete content so that the **100MB** storage limit is never exceeded, thereby remaining indefinitely within the free plan.

4.16. **Asa Softwares LEVELS** is intended and expected to run in 24x7 form, i.e., always online. We will make everything on our reach to achieve something like 99,9% of servers uptime or availability of the service. If however we fall short the target uptime, even by far, we will not owe any compensation to the free plan customer.

4.17. The Customer is responsible for the actions of the Authorized Members in its workspace. Hacker attempts and harmful intentional actions from Authorized Members, something like code changes on the client side aiming to use features not included in the Customer's commercial plan, and others which may lead to damages to the Service or cause the Service to stop working, can be completely tracked to the point of identifying the member who did it, or at least the account related to the attack. Customer must enforce security measures to the Authorized Members of its workspace, like strong passwords, avoid password sharing, etc., in order to reduce the risk of having an unauthorized person using the password of one of the members of its workspace. On our side responsibility, we make clear that all passwords are stored in chryptographic form on our databases, so no one from our staff have the ability to understand how a password was assembled in its plain form. No one on our staff will ask you updates on your account data by email, phone calls, or other communication tool. When necessary for that purpose, you will receive the alert within **LEVELS** itself.

4.18. You must not use the Service for any purpose which infringes the laws and regulations, applicable to the specific content you generate and work with, of your local region. This includes copyright laws.

4.19. Each account or workspace at **Asa Softwares LEVELS** is reserved or granted at least **100MB** of storage space. In order to avoid unecessary waste of resources, which may threaten the economic viability of the Service, we may terminate free accounts with no activity for more than 30 (thirty) days. Before taking this action we will try to reach the responsible for the account by email, offering him/her the chance to access its workspace and signal its active state. In case this procedure does not happen in up to 10 (ten) days, the account will be terminated, and all the data stored in LEVELS database related to the account will be totally removed, with no possibility of recovery.

4.20. In order to understand and to solve problems you eventually come to face when using the Service, it may be necessary for our support team to access data and content on your account or/and in your workspace. It is implied that you are

aware of this possible but necessary inconvenience, and agree with it, in order to restore the correct functioning of the Service to your workspace.

4.21. You must be aware that the servers which run the Service and store your account data and the content of your workspace may be located in a different country from the one in which you access the Service.

4.22. We reserve to ourselves all the rights regarding **Asa Softwares LEVELS** commercialization. We do not grant to anybody any implied commercialization and/or distribution right of it, by any form or means.

4.23. We may provide in **LEVELS**, as part of the Service, third party content and software, from partners and nonpartners. Complying with the terms of this document, we grant you a limited, nonexclusive, nontransferable, revocable license to use this third party stuff, exclusively to access and use the Service. This license does not constitute a sale of any content and software. You have no other right to use and manipulate the third party content and software beyond accessing and using LEVELS in accordance to these Terms.

4.24. Termination of your account may occur if you violate the Terms which we are agreeing about. We may involve and cooperate with Justice, if necessary, in prosecuting those who violate the Terms in a way which cause serious damages or economic losses to the Service.

4.25. Our content is everything that is not created by you in the Service. Some parts of it are protected by copyright, trademark, patent, and/or other intellectual property laws. Unauthorized use of **Asa Softwares LEVELS** content may lead to violation of such laws and these Terms. You must use **Asa Software LEVELS** content only in accordance with the terms of this document. We do not grant you any express or implied rights to use **LEVELS** content outside the Service. You must not remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Services or Content.

4.26. We are not liable for the content you generate on **LEVELS** and store on our servers. You are solely responsible for your content. We do not monitor your content, unless we are forced by Justice, in accordance to local laws. You are responsible for guaranteeing that your content adheres to the laws.

4.27. We will not be liable by failures or delays in the performance due to events beyond our control, such as, but not restricted to, denial-of-service attacks, failures by third parties like hosting provider, utility provider, strikes, shortages, riots, fires,

war, terrorism, governmental action, critical unknown bugs in renowed infrastructure softwares, etc.

4.28. **Disclaimer of Warranties**: EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, THE SERVICES AND ALL RELATED COMPONENTS AND INFORMATION ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

4.29. **Limitation of Liability**: IN NO EVENT WILL OUR LIABILITY ARISING OUT OF OR RELATED TO THE CONTRACT OR THE TERMS OF THIS DOCUMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER IN THE TWELVE (12) MONTHS PRECEDING THE LAST EVENT GIVING RISE TO LIABILITY. IN NO EVENT WE WILL HAVE ANY LIABILITY TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

4.30. You, the Customer, and we may decide to terminate this Ageement subtly, at any time, with or without notice to the other party, for any reason.

Asa Softwares Ltda.
Contact: **contact@asasoftwares.com**