

Last update: July of 2022



General Terms and Conditions of Use of the Platform

This Platform and all its content ("Platform") is property of LOGCOMEX US CORPORATION, a Delaware corporation ("LogComex"), only and exclusive owner of the domains associated to the Platform. The Customer agrees to these Terms and Conditions by using the Platform and/or by clicking on "I Agree" or a similar attestation presented by Logcomex in connection with these Terms and Conditions ("Terms and Conditions"):

LogComex's Privacy Policy (defined below) is a part of, and incorporated by reference into, these Terms and Conditions, in all respects. Please review such Privacy Policy in full, given that both documents are integral components of the rules governing our Platform and its Customers.

PLEASE READ THIS AGREEMENT CAREFULLY. BY ACCESSING OR USING THE PLATFORM, THE CUSTOMER AGREES THAT HE OR SHE READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL THE TERMS DESCRIBED IN THESE TERMS AND CONDITIONS AND ALL TERMS INCORPORATED BY REFERENCE. THE CUSTOMER TAKES FULL RESPONSIBILITY FOR ANY AND ALL OF HIS OR HER ACTIONS IN THE PLATFORM AS WELL AS FOR THE CONSEQUENCES RELATED TO THE USE OF THE PLATFORM. IN CASE THE CUSTOMER DOES NOT AGREE WITH ANY OF THE TERMS AND CONDITIONS ESTABLISHED BELOW, THE CUSTOMER SHALL NOT USE THE PLATFORM.



Definitions

The terms used in these Terms and Conditions shall have the meaning below, whenever used with the first letter in capital letters, either in the plural or in the singular:

Customer: means the individual or legal entity that hires LogComex's Services, and, automatically has access to the Platform to make use of the Services, subscribing to these Terms and Conditions. For the purpose of clarifying these Terms and Conditions, the definition of Customer also extends to those individuals and/or legal entities that, although have not used or contracted the Services for any reason, have accessed the Platform.

Customer's Data: means any and all the Customer's data, either shared, by the Customer or collected by LogComex during the use of the Platform. This data is not limited to that necessary for the Customer to make use of the Services. Customer's Data may also be collected or requested for LogComex to comply with any legal, regulatory, administrative and/or judicial requirements that may be necessary in this regard. For the purpose of these Terms and Conditions, the data mentioned herein will be data that, in some way, identify the Customer, such as company name, CNPJ, email, address, etc.

Privacy Policy: means the privacy policy that governs the provisions on the processing of personal data on the Platform, which can be found at the following link [Privacy Policy](#).

Sources of Information: means the sources of data referring to foreign trade that are available publicly on the internet, in diverse types and formats, structuralized or not, on portals and platforms.

Commercial Proposal: means the document sent by LogComex to the Customer in which the commercial conditions of the Services to be contracted are presented, such as the amount and terms of the Remuneration payment, which shall be construed as part of these Terms and Conditions.

Remuneration: means the amount due by the Client to LogComex, according to the Service contracted and established in the Commercial Proposal.

Contracting User: means the individual or legal entity that has contracted the Services.

Administrator User: means the individual, linked to the Contracting User, who has access to the Platform and is responsible for the management of the account and the creation of Secondary Users, through the use of login (email) and password.

Secondary User: means the individual, linked to the Contracting User and registered in the Platform by the Contracting User to have access to the Services through permissions of access granted by the Administrator, and by using the Account's login and password.

Account: means the Contracting User's account registered on the Platform, which allows the access of other Users to the Services through the use of login and password.

Confidential Information: means all and any information, provided under any form, verbal or written, of technical, operational, financial, commercial or legal nature, including, but not limited to, know-how, data bases, models, formulas, samples, theories, patents, intellectual property, or any and all information that LogComex makes available to the Customer in relation to LogComex's businesses, operations, products, technologies and services, as well as of its subsidiaries.

1. LIMITED LICENSE

1.1. License of Use. By accepting these Terms and Conditions, LogComex grants the Customer a limited, temporary, non-exclusive and non-transferable license to use the Platform. LogComex may suspend and/or terminate the Customer's access to the Platform, for any or no reason, upon LogComex taking any such action, Customer's, such license shall be deemed automatically cancelled and terminated (for the length of the suspension, if the account is suspended, and permanently, if the account is terminated).

1.2. LogComex content. All content, information, and other materials featured, displayed, contained, and available on the Site, including, but not limited to, all text, images, graphics, designs, illustrations, photographs, pictures, audio, software (including object code, machine intelligence and search engines), and video clips, the trademark, trade dress, "look and feel", pages, screens, content arrangement, application functionality and computer programs and digital media ("LogComex Content") are owned by or licensed to, and are protected by copyright, trademark, trade dress, patent, and/or other intellectual property rights and unfair competition laws under Brazil, the United States and foreign laws.

1.2.1. LogComex does not assume responsibility or make any representations, warranties, or covenants as to the accuracy of the information contained on the Platform, in any of the pages or emails published in relation to LogComex, or with respect to the LogComex Content or any Services or products or services referred from our Platform (including any of the following as it applies to other users or third parties). The User assumes all liability for use of any information, data, and analysis found through LogComex, the Platform or any of its publications.

1.3. The Customer may not copy, reproduce, modify, translate, publish, transmit, distribute, execute, download, display, license, sell, exploit, and/or reverse engineer of the Platform or the LogComex Content, or use any automatic device, program, algorithm, or methodology, or any similar or equivalent manual process, frame or mirror, to scrape the LogComex Content, for any purpose, without the previous and express written consent of LogComex.

1.4. LogComex reserves the right, at its exclusive discretion and at any time, to modify or remove from the Platform, total or partially, the LogComex Content, including functionality, without any prior notice to the Customer and without any refund or compensation being due.

1.5. Nothing in these Terms and Conditions shall be construed as a restriction or waiver of any of the LogComex's rights over the Platform and/or the LogComex Content, nor in any way, an assignment to the Customers of LogComex's intellectual property rights.

1.6. Improvements. Any and all development, arrangement, improvement, update or new version performed by LogComex on the Platform, its functionalities and/or the LogComex Content, even if suggested or requested by the Customer, shall be considered the property of LogComex, and LogComex shall own and may use them freely, and without limitation, to adapt, improve, transform, reproduce, distribute, commercialize, register, assign and license them, and at its exclusive discretion.

2. WHAT DOES THE PLATFORM OFFER?

2.1. Services. Through the website <https://www.logcomex.com/> ("Site"), the Platform allows the Customer to access organized information related to foreign trade, such as Big Data and Search ("Services").

2.2. Accessibility. The Platform operates through the connection to the internet and, to access the Platform, besides accepting these Terms and Conditions, the Customer must also accept LogComex's Privacy Policy.

3. REGISTRATION; ACCESS CREDENTIALS

3.1. Registration. To register in the Platform, the Customer must voluntarily provide information about itself, by completing the data in the fields requested by LogComex, such as name, address, email, and phone number, among others. The Customer is responsible for updating its data. The customer shall not intentionally assume another person's identity.

3.2. Access. Upon registration, the Customer will be the holder of a personal and non-transferable Account, accessible through the login and password created by the Customer. If LogComex detects an Account created or using false information, LogComex reserves the right to cancel such account, in which case, Customer's access to the Platform will be blocked, and in such event, the Customer will not be entitled to any refund or compensation.

3.2.1. If LogComex denies or terminates the registration of a Customer on the Platform, the Contracting User will receive a message at the registered electronic address, informing the denial of the registration.

3.2.2. The Contracting User will only be able to make use of the Services through the acceptance of the Commercial Proposal and payment of the first installment of the Remuneration. For this purpose, Customer shall approve the Commercial Proposal by email and send the Commercial Proposal to LogComex signed by its legal representative, which will authorize LogComex to issue an for the first installment of the Remuneration.

3.2.3. After the approval of the Contracting User's registration, the Contracting User will receive a login and password which will give access to its Account on the Platform, and allow Contracting User to create its Administrator User.

3.2.4. During the two day period following the date of creation of the Account, only the Administrator User's Account may be accessed, and new users may not be created.

3.2.5. After the effective contracting of the Services, as described Section 3.2.2., the Administrator User may create and register Secondary Users.

3.2.6. The password to access the Platform is for the sole use of the Contracting User and is its sole responsibility to preserve the confidentiality of such password. The Contracting User shall contact LogComex immediately in case the confidentiality of the password is compromised. LogComex is not responsible for any breach of security caused by the Contracting User's failure to maintain the confidentiality of their access credentials.

4. BLOCKING ACCESS TO THE PLATFORM

4.1. Blocking. LogComex may, at its sole discretion, at any time and without the need of prior communication to the Customer, (i) terminate, modify or suspend, in total or in part, the Customer's access to the Platform, including without limitation, if the Customer violates the conditions set forth in these Terms and Conditions and/or Privacy Policy, and (ii) delete, in total or in part, the information registered by the Customer that violates these Terms and Conditions. LogComex is not responsible nor will have the obligation to compensate the Customer for blocking its access to the Platform.

4.1.1. LogComex may, at its sole discretion and at any time, suspend, modify or terminate the activities of the Platform or any User, and if such User violated these Terms and Conditions or the Privacy Policy or the Commercial Proposal, LogComex will not be obligated to refund any amount paid by the Contracting User.

5. SERVICES AND FEATURES

5.1. Services. When using the Services, the Customer will have access to certain Services. LogComex reserves the right to modify, remove or add to its product offerings at anytime, and the below only reflects LogComex's current product offerings.

5.2. Big Data. The solution allows the Customer, among others things, to visualize which markets are more competitive in its sector, identify trends, routes, and the volume of imported or exported goods. The Customer may perform searches according to several filters (e.g. name of consignee and port of destination) and time frame.

5.3. Search. In the Product Search, the Customer will have access to more detailed searches, which allows for analysis based on values of the import market, new customers and suppliers, and visualization of market share and ranking of potential importers for each segment. The Customer may conduct searches with different levels of filters, according to specific time frames.

6. REMUNERATION AND PAYMENTS

6.1. General Remuneration Terms. The Service requires the Customer to pay fees, including all applicable taxes and Remuneration. Before the Customer pays any fees, it will have an opportunity to review and accept the fees that will be charged through a Commercial Proposal. Unless otherwise agreed, all fees are in U.S. Dollars and are non-refundable. LogComex reserves the right to change the required method of payment at any time, upon notice to the Customer. The Customer is responsible for updating their account information should the required payment method change.

6.2. Price. LogComex reserves the right to determine pricing for the Service. LogComex may change the fees for any feature of the Service, including additional fees or charges, if LogComex gives the Customer advance notice of changes before they apply. LogComex, at its sole discretion, may make promotional offers with different features and different pricing to any of LogComex's customers.

6.3. Subscription Service. The Service may include automatically recurring payments for periodic charges ("Subscription Service"). If the Customer activates a Subscription Service, it authorizes LogComex to periodically charge, on a going-forward basis and until cancellation of either the recurring payments or their account, all accrued sums on or before the payment due date for the accrued sums. The "Subscription Billing Date" is the date when the Customer purchases its first subscription to the Service. The Customer's account will be charged automatically on the Subscription Billing Date all applicable fees and taxes for the next subscription period. The subscription will continue unless and until the Customer cancels their subscription or LogComex terminates it. The Customer must cancel their subscription before it renews in order to avoid charging of the next periodic Subscription Fee to their account. The Customer may cancel the Subscription Service by contacting us at: support@logcomex.com.

6.4. Delinquent Accounts. LogComex may suspend or terminate access to the Service, including fee-based portions of the Service, for any account for which any amount is due but unpaid. In addition to the amount due for the Service, a delinquent account will be charged with fees, charges or expenses (including attorneys' fees) that are incidental to any chargeback or collection of any the unpaid amount, including collection fees.

6.5. In case any of these provisions regarding Remuneration is in direct conflict with the provisions set forth in the Customer's Commercial Proposal, the Commercial Proposal will prevail.

7. RIGHTS TO CUSTOMER POSTED MATERIALS.

7.1. Feedback. The Customer acknowledges and agrees that LogComex may use, apply, modify, publish, reproduce and commercialize any comments, information, ideas, concepts, opinions, techniques and/or any other materials contained in any communication that the Customer sends to LogComex, either through the Platform or through other communication channels, including, without limitation, any suggestion, improvement requests, recommendations offered by the Customer to LogComex, or that the Customer posts or displays on any forums or chatrooms established by LogComex, whether or not related to the LogComex Content and/or the Platform (“Feedback”). The Customer hereby assigns to LogComex all proprietary and intellectual property rights related to the Feedback, free of charge, irrevocable, irreversible, full, perpetual and worldwide, without any compensation to the Customer, acknowledgment, payment or indemnification. The Customer represents and warrants that, prior to this assignment, it was the legitimate owner of all intellectual property rights in the Feedback and that the provision of the Feedback to LogComex, including the assignment, does not infringe any third-party rights.

8. CUSTOMER'S OBLIGATIONS

8.1. Obligations. The Customer acknowledges and agrees that when using the Platform, it will not: (i) assign, sublicense, sell, donate, alienate, rent, distribute, transmit or transfer, total or partially, to third parties, by any means, under any title, as well as to copy modify, extend, reduce, adapt, translate, decompile, disassemble, reverse engineer or in any way economically exploit the Platform and the LogComex Content, including the data and the information made available through the Platform, as well as using the Platform (a) for purposes not contemplated in these Terms and Conditions or, further, (b) for the creation or supply of other products or services competing with the Platform; (ii) disseminate or install viruses or any other malicious code, file or malicious software, including without limitation, the purpose of interrupting, destroying, improperly accessing, limiting or interfering with the operation or security of the Platform, as well that of the LogComex's Content, data and equipment, of other Platform users or third parties, or for any other illicit purpose; (iii) use and access the Platform or the LogComex Content or perform acts in such way that harm the Platform's security, integrity, availability or normal operation; (iv) access the Platform, or any data contained therein, in an unauthorized manner; (v) violate the privacy of other Platform users; and (vi) perform any act contrary to the current legislation or to these Terms and Conditions.

8.2. Use of the Platform. The Customer is solely responsible for its use of the Platform, the activities of its Account and the use and dissemination of data and must comply with the rules of these Terms and Conditions, as well as the applicable law. **LOGCOMEX SHALL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGE CAUSED AS A RESULTED OF THE BREACH OF THE PROVISIONS OF THIS CLAUSE BY THE CUSTOMER, INCLUDING DAMAGES ARISING OUT OF THE ACCESS BY ANY THIRD PARTIES TO THE CUSTOMER'S ACCOUNT.**

9. WARRANTIES AND LIMITATIONS OF LIABILITY

9.1. Third-Party Services. LogComex uses third-party services for the operation of the Platform's functions (for example, hosting service), and, therefore, failures in such services may eventually occur. LogComex shall not be liable for any losses, damages (direct or indirect) and loss of profits arising from eventual failure of these third-party services, but, as much as possible, will keep the Customer informed on deadlines and measures taken to remedy said failure.

9.2. No Liability for Use of Data. LOGCOMEX GATHERS DATA FROM A VARIETY OF DATA, INCLUDING PUBLICLY AVAILABLE DATA. LOGCOMEX IS NOT RESPONSIBLE FOR THE VERACITY, COMPLETENESS AND UPDATING OF THE DATA CONTAINED IN THE DATA PROVIDED THROUGH THE PLATFORM AND, THEREFORE, DOES NOT ASSUME ANY RESPONSIBILITY FOR THE DECISIONS TAKEN BY THE CUSTOMERS BASED ON THE SERVICES PROVIDED. THE CLIENT HEREBY HOLDS LOGCOMEX HARMLESS FROM ANY AND ALL DIRECT OR INDIRECT LOSSES AND DAMAGES CAUSED TO THE CLIENT OR TO THIRD PARTIES DUE TO DECISIONS TAKEN BY THE CUSTOMER AS A RESULT OF THE INFORMATION OBTAINED ON THE PLATFORM.

9.3. Results. The Customer acknowledges and accepts that LogComex does not guarantee any economic income, savings or commercial result in relation to the use of the functionalities of the Platform by the Customer, holding LogComex harmless from all damages and losses of any nature caused in this sense to the Customer or third parties.

9.4. Third-Party Websites. The Platform may contain links that direct the Customer to third-parties websites and other applications that are not owned or controlled by LogComex. LogComex, in no way, endorses, verifies, guarantees or has any connection with the owners of these websites or applications, and is not responsible for its content, including the products and/or services available there, for the accuracy, veracity and completeness of the information, policies, practices or opinions expressed on any of these third-party websites and applications with which the Customer interacts through the Platform.

9.5. Limitation of Liability. THE CUSTOMER ACKNOWLEDGES, BY THEIR USE OF THIS PLATFORM: (1) THAT THE CUSTOMER'S USE OF THIS PLATFORM IS AT THEIR SOLE RISK; AND (2) THAT LOGCOMEX WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RELATED TO THE CUSTOMER'S USE OF OR INABILITY TO USE THE PLATFORM, INCLUDING, WITHOUT LIMITATION, FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, COMPUTER VIRUS, OR NETWORK OR INTERNET FAILURE, OR INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, COMPENSATORY OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOSS OF OR DAMAGE TO PROPERTY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF LOGCOMEX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL

LOGCOMEX'S TOTAL LIABILITY FOR ANY CLAIMS RELATED TO THIS PLATFORM (INCLUDING CLAIMS RELATED TO ANY USER OF OUR PLATFORM OR OTHER THIRD PARTY) EXCEED THE LESSOR OF THE AMOUNT OF FEES PAID TO LOGCOMEX IN CONNECTION WITH THE CUSTOMER'S USE OF OUR PLATFORM OR THE SERVICES DURING THE PRIOR 12 MONTHS, OR \$1,000.

9.6. Indemnity. You agree to indemnify, hold harmless and defend LogComex and its affiliated entities, and its and their directors, shareholders, officers, employees and agents from and against any action, claim, demand, dispute, or liability, including reasonable attorney's fees and costs ("Damages"), arising from or relating to: (i) your breach of these Terms and Conditions, including without limitation, any any unauthorized use of the Platform and/or the LogComex Content; (ii) your negligence or willful misconduct; (iii) any allegation that you (or LogComex as a result of your actions or omissions, including content that you provide) infringes a third person's copyright, trademark or proprietary or intellectual property right, or misappropriates a third person's trade secrets; (iv) your use of the Platform; (v) resulting from content you supply; or (vi) resulting from a dispute between you and another user or third party.

9.7. Confidentiality. The Customer will maintain in strict confidence the Confidential Information disclosed to Customer in connection with the provision of the Services and, regardless of the purpose, the Customer may only use the Confidential Information with LogComex' prior written approval.

This confidentiality obligation does not apply to information that: (a) is or becomes known to the public or to any third party, other than for the breach of any Customer non-disclosure obligation; (b) has been lawfully received from a third party not subject to restrictions and/or obligations of non-disclosure and confidentiality; (c) can be lawfully obtained from any public office or government agency, whether federal, state or municipal; and/or (d) whose disclosure is determined by law or by a final court decision.

9.8. Disclaimer. ALL CONTENT, SERVICES, PRODUCTS AND SOFTWARE PROVIDED ON THE PLATFORM (INCLUDING ANY PRODUCTS OR SERVICES PROVIDED OR REFERRED THROUGH THE LOGCOMEX PLATFORM) ARISE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. LOGCOMEX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YOU ARE SOLELY RESPONSIBLE FOR THE APPROPRIATENESS OF THE SITE, ITS CONTENT, AND THE PRODUCTS AND SERVICES OFFERED BY LOGCOMEX ON THE PLATFORM (AND FOR ANY LOGCOMEX CONTENT AND DATA, INFORMATION, ANALYSIS, PRODUCTS OR SERVICES PROVIDED THROUGH OUR PLATFORM. LOGCOMEX DOES NOT WARRANT THAT THE PLATFORM, ITS CONTENT, DATA, OR THE PRODUCTS AND SERVICES IT OFFERS ON, THROUGH OR OFF THE PLATFORM MEETS THE REQUIREMENTS OF ANY USER.

10. CUSTOMER SUPPORT

10.1. Online Support. LogComex provides online support services related to the use of the Platform and Services.

10.2. Communication. The request for customer support may be requested by the Customer by sending an email to: support@logcomex.com or through the chat on the Platform.

10.3. Service deadline. LogComex will attempt to meet the below response times with respect to customer support, noting that LogComex will have no responsibility for failing to meet such deadlines:

- Critical: Services cannot be used and there is no palliative (inoperative system) - 16 (sixteen) business hours;
- High: Services can be used with severe restrictions or palliative procedure - 24 (twenty-four) business hours;
- Medium: Services can be used with few restrictions - 40 (forty) business hours;
- Low: Services can be used without impact on the operation - 80 (eighty) business hours.

10.4. Exceptions to the support services. The following services are not included as support services and will be charged upon prior quotation: (i) corrections arising from the Customer's operation and misuse of the Platform; (ii) services that require personal visits to the Customer; (iii) retraining for the use of Platform and (iv) conditions particular to the Customer's IT environment and access.

11. MISCELLANEOUS

11.1. Changes. These Terms and Conditions may be changed or amended by us at any time. However, whenever any modification occurs, the Customer will be informed by an e-mail according to the e-mail address linked to its registration account on the Platform. In addition to the email, a notification will be available on the Platform when the Customer accesses it, with a link to the updated version of the Terms and Conditions.

11.2. Limited Relationship. These Terms and Conditions do not create any other form of relationship between the Customer and LogComex, including, without limitation, any joint venture, mandate, representation, partnership, association, employment, contractor or similar relationship.

11.3. Assignment; Third Parties.

11.3.1. LogComex may assign the rights and obligations relating to these Terms and Conditions to companies of its same ownership or corporate group, or to any purchaser or successor of LogComex or its parent or affiliated entities, including Logcomex Ltda.

11.3.2. These Terms and Conditions shall be binding upon and shall inure to the benefit of the Users and their respective shareholders, partners, directors, officers, heirs, successors, representatives, and assigns. The User agrees, for itself and its successors, heirs, executors, administrators, and any person or persons claiming under it, that these Terms and Conditions and the rights, interests, and benefits hereunder may not be assigned, transferred, pledged, or hypothecated in any way and shall not be subject to execution, attachment, or similar process. Any attempt to do so, contrary to these Terms, shall be null and void.

11.3.3. Logcomex Ltda, a Brazilian company, and the parent entity of Logcomex, is an express beneficiary of, and may exercise the rights of Logcomex under, these Terms and Conditions; provided that none the obligations or duties of Locomex shall insure to Logcomex Ltda. Logcomex may assign its payment rights from Users to companies of its same ownership or corporate group, or to any purchaser or successor of LogComex or its parent or affiliated entities, including Logcomex Ltda. Intellectual property or other Services provided may be owned or provided by another member of Logcomex's corporate group.

11.3.4. Except as provided in this Section 12, these Terms and Conditions are solely for the benefit of Logcomex and the User, and nothing in this Agreement shall be deemed to create any third-party beneficiary rights in any person or entity not a party to these Terms and Conditions.

11.4. Applicable Law; Disputes. This Agreement is to be governed by and construed in accordance with the laws of the State of Delaware, and without regard to the conflicts of laws principles thereof.

All disputes arising out of or relating to these Terms (including its formation, performance, interpretation, applicability, enforceability, or alleged breach) or the Customer's use of our Platform will be exclusively resolved under confidential binding arbitration held in Miami-Dade County, Florida in accordance with the rules and procedures of the American Arbitration Association ("AAA"). The parties shall request that AAA appoint a single arbitrator. The award rendered by the arbitrator will be binding and may be entered as a judgment in, and enforced by, any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under these Terms will be joined to an arbitration involving any other party subject to these Terms, whether through class arbitration proceedings or otherwise. Notwithstanding the foregoing, we will have the right to seek injunctive or other equitable relief in state or federal courts located in Miami-Dade County, Florida to enforce these terms or prevent an infringement of a third party's rights. In the event equitable relief is sought, each party hereby irrevocably submits to the personal jurisdiction of such court.

11.5 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH OF THE PARTIES HERETO HEREBY (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

11.5. Contact. In case the Customer has any questions or wishes to make a comment, suggestion, complaint or compliment to LogComex, it may contact

11.6 International Use. Our Platform and Services are intended for visitors located within the United States. We make no representation that the Service is appropriate or available for use outside of the United States. Access to the Service from countries or territories or by individuals where such access is illegal is prohibited. Users are responsible for adhering to and complying with all applicable laws including, but not limited to, permits, licenses, taxes, and safety compliance.

11.7 Entire Terms and Conditions. These Terms and Conditions, together with the Privacy Policy, together with any written and signed Commercial Proposal, contains the entire agreement between you and LogComex with respect to your use of the Platform and supersede all prior agreements, undertakings, and commitments, whether oral or written.

11.8 Invalid Provisions. The invalidity or unenforceability of any paragraph or provision of these Terms and Conditions shall not affect the validity or enforceability of the remainder of these Terms, or the remainder of any paragraph or provision. These Terms and Conditions shall be construed in all respects as if any invalid or unenforceable paragraph or provision were omitted.

11.9 Attorneys' Fees. Should any litigation, arbitration, mediation or other legal proceeding be commenced concerning these Terms and Conditions, the prevailing party shall be entitled, in addition to such other relief as may be granted, to reimbursement of the prevailing party's attorney's fees and costs incurred in connection with such proceeding.