



TERMS OF USE

These Terms and Conditions of Use of the AeroSim Platform ("**Terms of Use**" or "**Terms**") regulate the use and engagement of the Platform, made available by **FLUIDSIM SOFTWARE LTDA.**, a legal entity of private law, enrolled with the Brazilian Corporate Taxpayers' Registry (CNPJ) under no. 41.534.456/0001-19, with its registered office in the city of Curitiba, state of Paraná, Brazil, at Alameda Cabral, no. 475, São Francisco, ZIP 80410-064 ("**AeroSim**").

By accessing the AeroSim Platform, you freely, spontaneously, fully and unreservedly acknowledge and consent to all the provisions of these Terms of Use.

These Terms will always be available for reading and viewing on the public website aerosim.io.

1. DEFINITIONS

1.1. Without prejudice to the other definitions provided for in these Terms, and for the purposes of their interpretation, the following words are defined as follows:

Platform	AeroSim's virtual environment, made available through a <i>web application</i> , where Clients can register and use AeroSim's services, as provided by AeroSim and defined in these Terms.
Project	Construction or development, to be analyzed by a Client or Project Owner, for which AeroSim Services will be used.
Client	Individual or legal entity who registers on the Platform, to whom these Terms apply. They assume the financial and managerial responsibilities of a Project on the Platform.
Editor User	User registered on the Platform who can change information related to the Project using the tools made available on the Platform.
Viewer User	User registered on the Platform who can only view the Project on the Platform and download the Project data.
Simulation Results	Numerical results, such as wind velocities and pressure measurements, for a Project, produced through AeroSim Services, and made available through the Platform as raw data.
Project Data	Data about the project to be analyzed, such as, without limitation, name, geometries, boundary conditions, numerical models and reference values.
Confidential Information	Documents, equipment, <i>software</i> , data, including and especially databases, materials, drawings, among others, whether of a technical, operational, logistical, economic, engineering or any other nature, delivered, disclosed or provided, as well as any and all subjects and matters addressed, information on research, technical development, models, past, present and future business aspects, experiences and results of activities, correspondence and technical elements, regardless of their identification as Confidential by the Client or AeroSim.

2. SERVICES AND TERMS OF USE

2.1. AeroSim Services. AeroSim's services ("Services"), which are the subject of these Terms, consist of the specialized performance of scientific computing and the provision of Simulation Results through the Platform, in a *Software as a Service* (SaaS) format and *as is, as available*, within the limits of these Terms and their functionalities, as made available on the website <https://www.aerosim.io/>.

2.1.1. The Client must ensure that the product, as available, has all the functionalities to meet its needs so that it cannot hold AeroSim liable if it finds in the future that the AeroSim Platform does not meet all of its needs.

2.1.2. In addition, AeroSim may provide consultancy services such as training, reports, engineering analysis, etc., which must be requested by the Client and will have their separate fees, to be informed by AeroSim at the time of the request.

2.2. Changing functionalities and updating the Platform. The functionalities of the AeroSim Platform may change, always with the aim of providing the best service, with the best technology, to the Client. Updates to the Platform are made automatically, with corrections and improvements, so the Client will always use the latest version of the Platform, and it is not possible to use previous versions.

2.3. Declaration of intent. These Terms of Use establish obligations freely and spontaneously agreed between the Client and AeroSim and are intended to bring transparency and security to the legal relationship established from the moment the Client expressly consents to the Terms of Use, agreeing to follow them strictly and to interpret them in accordance with the principle of good faith.

2.4. Updating the Terms of Use. These Terms may be updated at any time in an effort to improve the Services and its experience. In this case, the new Terms of Use will take effect immediately after their publication on the Platform, so that your continued use of the Services will represent your express consent to the new terms and conditions.

2.5. The Client agrees that by registering on the AeroSim Platform, it consents to and shall abide by any Policies or Terms available on our Services or available on our website.

2.6. The following are not under the scope of the subject matter of these Terms of Use:

- A. The assignment or licensing of intellectual property, ownership and interest over the Platform in any way;
- B. The provision of the programs and equipment needed to access the Software/Platform; and/or
- C. Other items not expressly provided for in these Terms.

3. REGISTRATION AND INFORMATION

3.1. The Client must register on the AeroSim Platform in order to use the Services. It is the Client's responsibility to invite Viewer and Editor Users who may have access to a given Project on the Platform.

3.2. Keeping registration data up to date. The registration data present on the Platform is the means used for AeroSim to contact the Client if necessary. AeroSim is not liable for any loss suffered by the Client as a result of errors in their registration or information shared by the Client. The Client is liable for keeping their registration details up to date, especially e-mail address and telephone number.

3.2.1. Liability for the information provided. The Client must enter true, legal and correct information about themselves on the Platform, and the Client is solely liable in tort and criminally for any information entered. If you enter incorrect or untrue information, or refuse to correct it on request, AeroSim reserves the right not to



complete your registration or, if completed, to block your use of and access to the Platform until the matter is rectified.

3.3. Your login and password. The Services are accessed by means of an exclusive, personal and non-transferable login and password, created after registering on the Platform. The Client must safeguard the login and password for accessing the Platform. If you suspect that someone unauthorized has used your login and password, we recommend that you change your password, which must be done within the Platform.

3.3.1. AeroSim is not liable for any undue access by third parties to the accounts registered on the Platform, either by sharing passwords or by undue access to them, and it is the Client's sole and exclusive liability to maintain and secure their account.

4. ACCESS TO SERVICES AND PAYMENT TERMS

4.1. Subscription and Access. To access and use the AeroSim Platform and Services, the Client must subscribe to a plan for a fixed time period ("Subscription Period"). Upon successful subscription and payment, the Client and its authorized Users will be granted access to the Platform for the duration of the Subscription Period.

4.1.1. Payment methods are limited to the options specified in the AeroSim platform.

4.2. Subscription Fee and Renewal. The subscription includes a fixed fee for access to the Services provided through the Platform during the Subscription Period. The fee amount, duration, and features included in each plan are described on the AeroSim website or communicated prior to purchase. Subscriptions will automatically renew for successive Subscription Periods unless canceled in accordance with these Terms.

4.3. User Responsibility. Clients are fully responsible for creating, configuring, executing, and analyzing their own projects and simulations using the tools provided by the Platform. AeroSim does not review, validate, or interpret simulation results on behalf of the Client.

4.4. Additional Services. If the Client requires additional features, resources, or usage beyond what is included in the standard subscription, such services may be made available through an upgrade or add-on purchase. Details, availability, and applicable fees will be communicated within the Platform or by AeroSim's support team.

4.5. Refunds and Cancellations. Annual subscriptions may be canceled within 24 hours of initial payment to receive a refund, subject to deduction of any applicable banking fees or taxes. Refunds will only be processed upon receipt of accurate banking details from the Client. AeroSim is not responsible for delays or losses due to incorrect banking information provided by the Client.

4.6. Compliance with import regulations. The Client undertakes for itself and for the Users to whom it grants access, to use the Platform and the Simulation Results only for legally permitted purposes. The Client and the Users shall comply with the provisions imposed by the Federative Republic of Brazil, the European Union, the United Nations and the applicable federal laws of the United States of America. The Client shall, at its own expense, obtain all authorizations and approvals necessary for the use and/or exploitation of the Simulation Results for the purposes intended.

4.6.1. The Services may be subject to download control laws and regulations of the European Union, the United States or similar laws applicable in other jurisdictions. Client represents and warrants that the Services will not be used in disregard of such laws and regulations, and that Client is not a denied party under any such laws and regulations, nor identified on any official list of prohibited or restricted parties.

4.7. Refusal to Provide Services. AeroSim may refuse to provide the Services after the request or payment has been made, at its sole discretion. In this case, AeroSim will inform the Client of the refusal to provide the Services and will ask the Client to provide the correct bank details for the return of any amounts paid. AeroSim shall not be held liable for any damage and/or loss caused by the Client's provision of incorrect bank details.

4.8. User Access. The Creator User may invite Viewer and Editor Users to access the Project on the Platform, as defined in the summary table at the start of these Terms. It is the Client's sole responsibility to invite other Users, and AeroSim is not liable for any incorrect entry of registration data or inviting unwanted Users. The Client must, at its own risk, certify that it is inviting the intended User by entering correct and truthful data.

5. SERVICE PARAMETERS

5.1. AeroSim's obligations. AeroSim hereby undertakes to:

- A. Maintain the Platform available, except in the cases set out in item 5.2 of these Terms;
- B. To protect the personal data entered by the Client in a confidential manner, in accordance with best practices and security technology, using it only for the purposes described in these Terms of Use; and
- C. To take the necessary measures in the event of a Platform malfunction, as well as to provide Technical Support to the Client ("Technical Support") through the available service channels, providing remote support through its professionals.

5.2. Cases of non-application of the service level. The provisions of item 5.1(A) do not apply if the circumstances of unavailability are the result of:

- A. Planned interruptions, which will be informed by AeroSim by e-mail, notice on the Platform or information on its media such as social media. These interruptions will be scheduled, as far as possible, outside the Platform's peak traffic hours;
- A. Acts of God or force majeure, pursuant to article 393 of the Brazilian Civil Code;
- B. Any acts or failure to act by the Client or third parties; and
- C. Instability or unavailability of third-party technological structures, public or private, necessary for the provision of the Platform.

5.3. If necessary, AeroSim shall have the right to suspend the Client's access to the Platform at any time and without prior notice, as a prudent or technical measure or as a result of any surveillance activity carried out or in the event of relevant technical problems affecting the performance of the AeroSim Platform.

5.4. If the Client requires any integration with third-party tools that are not available on the Platform, it must hire the third-party solution directly on its own account, at which time the possibility of integration will be analyzed and it will be integrated into the Platform where possible. AeroSim reserves the right to exclude any integration at its sole discretion.

6. INTELLECTUAL PROPERTY

6.1. The Platform is licensed as a "*Software as a Service*" (*SaaS*) service and not for sale. As such, ownership and rights to the Platform belong exclusively to AeroSim.

6.1.1. All content of the Platform, including, without limitation, images, illustrations, information, trademarks, *layout*, logo, and database related to the Services is protected by intellectual property rights and copyright, all belonging to AeroSim. Therefore, it is expressly forbidden for the Client to unduly use any content or brands presented on the Platform and/or any other product that may be offered by AeroSim, and the Client undertakes to refrain from any conduct that

infringes the rights described herein, unless previously and expressly authorized in writing by AeroSim.

6.1.1.1. The archiving and circulation of Simulation Results and other AeroSim products bearing its brand and/or logo does not infringe the prohibition on the use of intellectual property rights and copyright set out in the above clause. In this regard, the Client undertakes not to archive or circulate the Simulation Results and other AeroSim products in such a way as to hide the brand and/or logo inserted in them, whether intentionally or not.

6.1.2. The Client who infringes the prohibitions contained in Brazilian and international legislation on intellectual property and in these Terms of Use shall be held civilly, criminally and administratively liable for the infractions committed, in addition to losing any access rights to the Platform.

7. LIMITATION OF LIABILITY

7.1. Accuracy of simulation results. AeroSim always seeks to improve the Platform and Services to provide the highest quality calculations possible, however, the Client understands and agrees that any and all numerical calculations involve simplifications of reality, so the Simulation Results do not provide exact precision on the calculations performed. In this sense, it is the Client's responsibility to pay attention to possible margins of error and the correct application of the Project Simulation Results.

7.1.1. The Client further understands and agrees that the quality of the Simulation Results depends on the quality of the Project Data provided, so that AeroSim is not liable for any incorrect data entry and any inconsistent results as a result thereof.

7.2. Liability for the Project. It is the Client's sole liability to use the Simulation Results in the Project and any damage and/or losses arising from such use, and AeroSim's role is limited to performing the numerical calculations and providing the Simulation Results through the Platform. Furthermore, AeroSim cannot be held liable for the Project under any circumstances, the Client being solely liable.

7.3. No guarantee. In the interest of transparency and as with any service provided over the *Internet*, AeroSim does not guarantee the total availability of the Platform without interruption of the Services, failures, interruptions, security breaches, unavailability or other problems that may occur during its use.

7.3.1. Furthermore, the Client represents to have unequivocal knowledge that the Platform, as well as any information technology system, is not free of errors, *bugs*, viruses, defects. AeroSim undertakes the duty to take all possible measures to avoid any such situations, as well as to correct them within a reasonable time when there is a viable solution, to the extent identified by the parties in the course of providing the Services.

7.3.2. AeroSim adopts all possible measures to maintain the confidentiality and security of the data and information of its Clients, who recognize that no *software*, server or system is absolutely immune to attacks and/or invasions by *hackers* and other malicious agents, and that AeroSim is not liable for any unauthorized deletion, appropriation, use or disclosure of information resulting from attacks that it could not reasonably prevent through its security standards.

7.4. Services "as is". The engagement of the Services that are the object of these Terms is carried out on an "as is" basis, and the Client hereby expressly represents that it is aware that the Services hired are exactly those provided for herein, and that AeroSim is not obliged to provide any new functionality, feature or customization that may be incorporated into the Platform after the date of execution of these Terms.

7.4.1. New functionalities, resources or customizations may, if they are of interest to the Client, be hired separately, except in cases where AeroSim, at its own discretion, possibly exercised on a non-binding basis, decides to implement new functionalities on its own without first requiring any consideration.

7.5. Acts of God, force majeure and third parties. AeroSim shall be exempt from any liability caused by events arising from acts of God or force majeure, including any damage caused by meteorological phenomena, failures in telecommunication systems, electric power, unavailability of servers, structures and physical and/or virtual platforms on which the Platform is executed and made available, orientation and navigation, defects in the equipment of the Client and third parties used to access the Platform, in addition to other events of misuse by the Client, its agents, representatives and/or collaborators. The Client is hereby informed that the programs may be interrupted periodically for updates and repairs, as well as due to correctable faults.

7.6. Combined use. AeroSim shall not be liable for any errors and/or interruptions caused by the use of the Platform in combination with other *software* that does not support the use of the Platform and/or caused by other companies, nor shall AeroSim be liable for any errors and/or interruptions of the Platform caused by the joint use of other components, interfaces, algorithms, *hardware* and/or environments, since the interaction of the Platform with such materials and/or equipment is beyond AeroSim's control.

7.7. AeroSim shall under no circumstances be liable for any indirect or consequential damages, pain and suffering, punitive damages, loss of profits, loss of opportunity or viability of the Project, regardless of any notice, including the veracity and legality of the Project Data entered by the Client on the Platform.

7.8. In the event that AeroSim is held liable for any loss or damage caused, demonstrably and exclusively, by its actions within the scope of the Services, it is hereby established that the amount of any compensation will be limited to the total amount spent by the Client to hire the Services.

7.9. Information from public pages. The information on the Platform and public pages of AeroSim may change from time to time at its sole discretion. AeroSim will strive to keep the information up to date, but does not guarantee that it will be correct at all times.

7.10. The Client and AeroSim will use their best efforts to avoid or mitigate the liability of the other for facts related to their respective economic activities and their risks, and both represent that they are aware of their duty to mitigate the losses caused by the other party ("*duty to mitigate the loss*").

8. THE CLIENT'S DUTIES

8.1. The Client must be over eighteen (18) years of age to use the Services and, in the case of a legal entity, must have the legitimate legal powers to represent it.

8.2. When communicating with AeroSim and AeroSim's employees by any means, the Client shall communicate in a professional and respectful manner, in accordance with these Terms in general.

8.3. It is the sole liability of the Client to verify the suitability of the licensed computer program(s) for its line of business, in particular the tax and fiscal rules, municipal, state and federal applicable to the Client, since the licensed computer program(s) is (are) provided without any customization or parameterization for the Client's specific location and line of business, and AeroSim makes no warranties whatsoever, either implicit or explicit, as to the suitability of the computer program(s) to the legislation in force and applicable to the Client's activity.

8.4. The Client is liable for the content of all the information they enter on the Platform, and for its correct use.

8.5. The devices through which the Client accesses the Platform, internet connection and browsers, platforms, servers and any algorithms used by the Client are the Client's sole liability. AeroSim shall not be held liable for any technical and/or infrastructure difficulties that the Client may face in the use of its equipment, platforms or operating systems or for the malfunctioning of the Services inherent in connection failures.

8.6. It is your responsibility to ensure and maintain security of the physical and virtual infrastructures for accessing the Platform, including, without limitation, the environment of your equipment or device, servers, algorithms and operating systems, using industry best practices regarding *software* development, as well as the use of electronic risk prevention tools, such as antivirus and *firewall*, as well as updated and efficient *software* and operating systems for the full operation of the tool, and it is also your responsibility to protect your registration data for access to the Platform.

8.7. AeroSim is not a party to any transaction carried out between the Client, its representatives, agents, collaborators or consumers, nor does it have control over the quality, safety or lawfulness of the Project, and will not be liable for the fulfillment of any obligations assumed between said parties, and the Client shall be solely and exclusively liable for any damages, accidents, facts or acts arising from failure to carry out the Project.

8.8. The Client shall be exclusively liable to the third-party owners of the *software* integrated into the Platform in the event of:

- A. Misuse of the Services; and
- B. Violation of their respective Terms of Use.

8.9. The Client hereby represents and agrees that it shall be liable for any and all damages, whether actual or potential, caused by the commission of unlawful acts through the Platform and/or through the use of the Services.

8.10. The Client is prohibited from:

- A. Copying, using, disclosing or distributing any information obtained through our Services without our consent;
- B. Infringing AeroSim's copyright, trademark or proprietary rights, as well as from reproducing, modifying, distributing, transferring, marketing, displaying, donating, broadcasting, transmitting or otherwise exploiting the Services, except as expressly permitted by these Terms of Use;
- C. Infringing AeroSim's intellectual property or copyright by using the name "AeroSim", or our logos in any business name, e-mail or *Uniform Resource Locator - URL*;
- D. Using the Service in a manner contrary to the provisions of these Terms of Use or those made available by AeroSim;
- E. Violating or attempting to violate any of the Platform's security measures;
- F. Executing *malware*, *spyware*, or taking any harmful and/or malicious actions that interfere with our network and/or that of third parties, or that have the purpose of accessing unauthorized information, both ours and that of third parties or others;
- G. Using *software* or any means that may impair or hinder the Service such as, without limitation, *pinging*, *war dialing*, *mail-bombs* and other virtual attacks;
- H. Making or launching programs, *spam*, computer viruses, *worms*, Trojan horses, *scripts* or using robot, *spider*, *scraper* or any other automated, invasive or malicious means to obtain data or part of the AeroSim Services, including, without limitation, *phishing*, or unduly overloading or impairing the operation of the Platform;
- I. Using the Service for unlawful purposes or in a manner contrary to current legislation;

- J. Attempting to access the source code of the Platform or any other technology related to the Services that is not *open source*;
- K. Copying, altering, distributing, displaying, licensing, modifying or reproducing, reverse engineering in any way or using our Intellectual Property, or allow others to do so, unless previously expressly agreed and in writing with us;
- L. Modifying, decompiling, reverting or altering the AeroSim source code;
- M. Using an anonymizing tool or *proxy* in order to anonymize your IP address;
- N. Creating an application that may be used to violate these Terms of Use, or any other applicable laws, rules or regulations;
- O. Using the *script* in a way that constitutes excessive or abusive use, or non-compliance with these Terms of Use;
- P. Carrying out any unlawful conduct, especially anti-corruption conduct, embezzlement and money laundering, and crimes against the economy in general;
- Q. Performing any act contrary to good faith, fraudulent or with the intention of directly or indirectly harming AeroSim, other clients or third parties;
- R. Using the Services for infringing, defamatory or otherwise unlawful or illegal purposes;
- S. Attempting to gain unauthorized access to the Services or AeroSim's systems or networks; and
- T. Copying the Services to any public or distributed network.

8.11. Failure by the Client to comply with any item of the Terms of Use shall entitle AeroSim to block the Client's access to the Platform, without prior notice.

9. NON-DISCLOSURE

9.1. In the event that Confidential Information is transferred between the Client and AeroSim, the Parties reciprocally undertake, including on behalf of their employees, cooperators, agents and third parties who participate in any way in the performance of the object of these Terms, to maintain the strictest and absolute confidentiality of any and all Confidential Information.

9.2. The parties are prohibited from, under any pretext, directly or indirectly, disclosing and/or revealing, storing, copying, reproducing or using for purposes other than the object of these Terms, Confidential Information, without the prior and express authorization of the party that disclosed the Confidential Information.

9.3. Confidential Information shall not be considered to be information that:

- A. Were already or had become public knowledge at the time of the disclosure; and
- B. Have been lawfully obtained by the parties through third parties, without direct or indirect violation of these Terms.

9.4. In the event that Confidential Information must be disclosed by virtue of law or court order, the party receiving the order must notify the party holding the Confidential Information prior to disclosure, so that the latter may adopt the measures it deems necessary to prevent disclosure. If the disclosure of Confidential Information cannot be avoided, the party that has a legal obligation to disclose it must do so within the exact limits determined by the legal norm or the respective court order.

9.5. In the event of non-compliance with any clause of this section, the offending party shall be liable, civilly and criminally, as a result of the breach of the confidentiality and non-disclosure to which it is bound, for the damage caused to the aggrieved party and/or third parties, provided that this is duly proven, and shall be liable for its own actions and those of its officers, employees, agents, collaborators, subcontractors and other persons connected to it in any way whatsoever. Any party who breaches the conditions set out in this clause will have

given just cause for termination of the contract and shall incur the penalties already provided for in these Terms, without prejudice to compensation for any losses and damage incurred by the aggrieved party.

9.6. Disclosure for portfolio. The Client acknowledges, by accepting these Terms, that AeroSim may, for portfolio purposes, disclose the Services performed in relation to the Project, and the Client undertakes to ensure that such disclosure does not constitute an infringement of any copyright relating to the projects. AeroSim undertakes not to disclose the data of the Client and other Users, as well as the information of the owners and those responsible for the Project.

9.6.1. Upon formal written request by the Client, AeroSim will delete any publication related to the Project.

10. TECHNICAL SUPPORT

10.1. Technical support. The Client may contact AeroSim support via the e-mail address and other communication channels provided by AeroSim, respecting the availability of the service for the user base.

10.2. The purpose of Technical Support shall be to support the use of the Platform, so that any provision of access keys by the Client or any other situation arising from the use of the Platform shall be the sole liability of the Client.

10.2.1. Technical Support will not give any advice regarding the Client's economic, fiscal, accounting or legal activity, the way in which the Simulation Results are used, nor will it give advice or provide information and documents that characterize a crime.

10.3. Technical Support will be available to the Client for as long as the Simulation Results remain available on the Platform, after which time it will not be possible to contact AeroSim support regarding the Simulation Results.

11. PERSONAL DATA PROTECTION

11.1. In carrying out any activities related to the performance of the Services, both the Client and AeroSim must comply with the legal regime for the protection of personal data, in particular the General Law on the Protection of Personal Data - Law no. 13,709/2013 ("LGPD"), the EU General Data Protection Regulation ("GDPR") and the Consumer Privacy Act of California ("CPCC") and other states of the United States of America, and mutually undertake to:

- A. Process and use personal data within the terms legally permitted, in particular by collecting, recording, organizing, storing, consulting or transmitting them, only in the cases in which the data subject has given unequivocal consent or in the other cases legally provided for;
- B. Process the data in a manner compatible with the purposes for which it was collected;
- C. Keep personal data only for as long as is necessary for the purposes of collection or further processing, ensuring its confidentiality;
- D. Implement the necessary technical measures to protect the data against accidental or unlawful destruction, accidental loss, unauthorized alteration, dissemination or access, as well as against any other form of unlawful processing;
- E. Immediately inform the other party, and provide all necessary cooperation in any investigation that may be carried out, in the event of any breach of security, or suspicion thereof, regardless of whether or not it jeopardizes the security and integrity of the Personal Data;

- F. Ensure that the subjects exercise their rights to information, access and objection;
- G. Ensure that the respective employees or external service providers hired by it and who may have access to personal data in the context of the contract comply with the applicable legal provisions on the protection of personal data, namely by not transferring or disclosing such personal data to third parties, or using it for any purpose other than those strictly consented to by the respective data subjects or, if applicable, processing it by notifying or requesting authorization from the National Data Protection Commission.

11.2. Server and storage. The data provided will preferably be stored on a server located in Brazil.

11.2.1. The Client's registration data may remain saved for possible new accesses and requests for new Services, and may be deleted if requested by the AeroSim Platform, or if AeroSim certifies that the Client has used the Platform for unlawful purposes or in breach of the provisions of these Terms.

12. GENERAL PROVISIONS

12.1. The Client hereby agrees that in the event of any disputes arising from the Client's relationship with AeroSim, the applicable Brazilian law shall apply, even if the Client is a Client residing in a country other than Brazil.

12.2. Assignment of the contract relationship by the Client to third parties is not permitted without the express written consent of AeroSim.

12.3. These Terms do not establish any form of association, franchise, partnership, consortium, *joint venture*, employment relationship, partnership or joint liability between AeroSim and the Client, nor does it give the parties permission to perform any acts, enter into or assume obligations on behalf of the other party.

12.4. In the event that any clause of these Terms is declared null and void, unenforceable or ineffective, only that clause shall be affected and the remaining clauses of these Terms shall remain effective.

12.5. Any tolerance of any violation of the Terms of Use shall be considered a mere liberality and shall not be construed as a novation, invocable precedent, waiver of rights, tacit amendment of contract terms, acquired right or contract amendment.

12.6. The Central Court of the Metropolitan Region of the city of Curitiba, state of Paraná, is hereby appointed to settle any controversies or conflicts arising from these Terms of Use.