



GO!FIVE™

Terms and Conditions

www.fivevalidation.com

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1 Documentation Registry

DOCUMENT REVIEW HISTORY		
Version	Details	Issue Date
1	Document issued for FIVE approval.	10/Nov/2020

2 What are Terms and Conditions

Legal agreement between a service provider and a Company Representative who wants to use that service. The Company Representative must agree to abide by the terms of service to use the offered service.

It contains terms and conditions that govern the use of software GO!FIVE™ to produce, streamline and manage validation documentation and it is an agreement between Five Validação de Sistemas Computadorizados LTDA, a company based at Rua Octaviano Gozzano, 216 – salas 63 a 66 – Edifício Infinity - CEP 18048-100 - Sorocaba/SP, Brazil (“FIVE”, “we”, “us” or “our”), and you, a corporation, company or other legal person that intends to hire GO!FIVE™ use as SaaS model (“company representative”, “user”, “you”, “your” or “client”).

These Terms and Conditions take effect and form an agreement between FIVE and you when register your user in GO!FIVE™ as trial model or pay for it.

You represent to us that you are a professional acting in your ordinary course of business.

3 Disambiguation/definition of key words and phrases

Company Representative: means any of the company, any subsidiaries of the company, or any director, officer, agent, employee, representative, consultant, or any other person acting for or on behalf of the foregoing (individually and collectively), hereinafter referred to as **user**

Misuse: use of GO!FIVE™ in the wrong way or for the wrong purpose, improper, incorrect, that is not intended, in disagreement with its purpose

Offensive: content that is discriminatory, defamatory, unlawful, obscene, abusive, invasive of privacy, or otherwise objectionable, including but not limited to content that constitutes child pornography or depicts any sex acts

Purpose of GO!FIVE: to generate validation documents for regulatory compliance. Other two products are related to the good use of GO!FIVE and supports it: Wiki, available on <https://wiki.go5validation.com/> and 5-Training, tool that aims to make technical content concepts following guides and standards, available on <https://www.5-training.com/>

SaaS: Service as a Service

Trial model: service that is offered to clients for free for short period of time so potential clients can try using it

Validation: regulatory requirement that consists in generating documents to prove that processes, equipment, and software work properly

Wiki: site developed by FIVE with access control to make available helpful information about how to use GO!FIVE™ as user manual, videos, instructions, and documents.

4 Use of GO!FIVE™

4.1 Generally

By being a GO!FIVE™ user (paying or not for it), you agree to these Terms and Conditions and you expressly acknowledge and agree that will comply with them.

4.2 Account

You must have an account associated with a valid, personal, and corporate email address, as applicable. You will only create one account per e-mail address.

A user with an administrator role, within a reasonable delay after your access request may proceed your registration. FIVE team reserves the right to deny its use, the creation of your account does not automatically allow you to access and use of GO!FIVE™, it depends on the commercial or trial agreement.

4.3 Data Privacy

You are advised to check the privacy notices made available to you.

Refer to GO!FIVE Data Privacy Policy document available on <https://fivevalidation.com/paperless-validation/policies>.

5 Your Responsibilities

5.1 Your Account

You are responsible for confidentiality of all activities that occur under either your account, regardless of whether the activities are authorized or undertaken by you, your employees or a third party such as contractors or agents acting on your behalf, and we are not responsible for unauthorized access to your accounts.

You undertake to inform FIVE if there is any suspicion that your account has been used by any unauthorized person.

Your credentials (which may include username and password) issued by us or by you for accessing GO!FIVE™ or Wiki are for your internal use only and you may not sell, transfer, or sublicense them to any other entity or person with no prior written authorization by FIVE.

6 Acceptable Use

You may not use, or encourage, promote, facilitate, or instruct others to use GO!FIVE™ for any data or test evidences upload or otherwise make available content that is illegal, harmful to others, our operation or reputation, fraudulent, infringing, or offensive content.

7 User rights and responsibilities

We respect other people's rights and expect you to do the same.

You will not use fields of GO!FIVE™ to write content or take any action that infringes or violates someone else's rights or otherwise violates the law.

Validation has review and approval workflow as part of its regulatory process, so be aware that once items are already approved in GO!FIVE™, there is no way to delete them. Audit trail function will be available for all users with access to related validation project and it will be enabled to check its content since the beginning including all its changes.

You are responsible for the content, proper and expected usage of GO!FIVE™. Misuse is user's responsibility.

8 Exclusion of Liability

We are not responsible or liable in any manner of any user generated content. Although we include provisions regarding user generated content in these terms and conditions, we do not control and are not responsible for what users type or upload images as test evidences and we are not responsible for any offensive, inappropriate, obscene, unlawful, business secret or confidential information, personal sensible data or illegal user generated content.

To the fullest extent permitted by applicable laws, we, on behalf of our directors, employees, service suppliers or agents exclude and disclaim liability for any losses and expenses of whatever nature and howsoever arising including without limitation, any direct, indirect, general, special, punitive, incidental or consequential damages: loss of use, loss of data, loss caused by a virus, loss of income or profit, loss of or damage to property, fines, loss of any certification or lack of certification, loss or lack of any legal authorization or license to operate or claims of third parties, or other losses of any kind or character, even if we have been advised of the possibility of such damages or losses, arising out of or in connection with the use of GO!FIVE™. You assume total responsibility for establishing such procedures for generating documents in PDF format, for their backups and for virus checking that you consider necessary. This limitation of liability applies whether the alleged liability is based on contract, tort (including negligence), strict liability or any other basis.

9 Disclaimer clauses

Your content and your work in GO!FIVE may be interrupted or completely unavailable for periods of time due to certain causes which may include, without limitation, maintenance work.

FIVE does not make any warranty that GO!FIVE™, including all content and other functions made available thereon or provided in connection therewith, will meet your requirements or expectations, nor does FIVE make any warranty as to the results, or any content available thereon, or as the accuracy, completeness or reliability of any information obtained through the use of GO!FIVE™. Your sole remedy against FIVE for dissatisfaction with GO!FIVE™ is to stop use it.

While FIVE takes reasonable care to ensure that the information accessible on or through GO!FIVE™ platform, FIVE shall have no liability whatsoever for any damages or losses arising directly or indirectly as a result of any of such information not being accurate, complete or up to date.

Although FIVE makes every endeavor to keep GO!FIVE™ data or services free from viruses or other contamination features, and due the inherent risks of internet and transfer of data over this kind of communication, FIVE cannot warranty that GO!FIVE™ content shall be free of viruses or other contamination features. FIVE has no liability whatsoever for any damages or losses resulting from viruses, malicious code, or corruption of data through access to and/or use of GO!FIVE™.

You acknowledge that access to and use of GO!FIVE™ platform may be subject to limitation, delays, and potential failure inherent to internet connectivity or other communication networks and facilities. You acknowledge that computer and communications systems are not fault-free and occasional downtime may occur. FIVE makes no warranty that access to GO!FIVE™ platform will be uninterrupted, timely, secure, or error-free, or that failure or defects thereof, if any, will be corrected or that content loss will not occur. FIVE will not be responsible for any delay or failure in access to and/or use of GO!FIVE™ for any losses or damages resulting from the aforesaid limitations, delays, or potential failure.

FIVE reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to GO!FIVE™, or any portion thereof, for any reason; (2) to modify or change GO!FIVE™, or any portion thereof, and any applicable policies; and (3) to interrupt the operation of GO!FIVE™, or any portion thereof, as necessary to perform routine or non-routine maintenance, error correction or other changes. You understand that access to and/or use of GO!FIVE™ may be interrupted or completely unavailable for periods of time due to certain causes that which include, without limitation, maintenance work.

To the fullest extent permitted by law and without prejudice to any statutory warranties that cannot be excluded by contract, FIVE makes no additional warranties or representations of any kind, express or implied, with respect to GO!FIVE™, the service offering, including but not limited to warranties of satisfactory quality, merchantability, fitness for a particular purpose, title or non-infringement or intellectual property right, under these terms & conditions.

10 Disputes

In the event of any dispute arising out of or in connection with these Terms and Conditions, including any dispute as to its existence, validity or termination, the Parties shall first mediate such dispute in accordance with the Mediation Rules of the Arbitration and Mediation Center of the American Chamber of Commerce for Brazil – São Paulo. If the dispute has not been settled within 20 (twenty) working days following the Request for Mediation, the dispute shall be finally settled by arbitration in accordance with the Arbitration Rules of the same Chamber of Commerce.