



TERMS OF SERVICE

Last updated: January 8, 2026

These Terms of Service govern the use of the website pitflow.ai and the services provided by Pitflow Tecnologia LTDA, a legal entity registered under CNPJ No. 56.348.559/0001-61, headquartered at Rua Alvorada 1289, Vila Olimpia, São Paulo SP, 04550-004, hereinafter referred to as the "Company".

By using the Service, the user declares that they have read, understood, and agree to these Terms and the Privacy Policy.

1. Definitions

- **User:** any individual or legal entity that uses the Service.
- **Service:** cloud-based data and file processing platform.
- **Account:** individual registration to access the Service.
- **Plans:** available subscription tiers.

2. Service Description

The platform provides file and data processing services in a cloud computing environment, according to parameters defined by the user.

The Service may use machine learning techniques for operational and automation purposes, without using user data for model training, improvement, or validation.

The Company does not guarantee specific technical results, as these depend on the data and parameters provided by the user.

3. Registration and Account

To use the Service, the user must create an account, providing accurate and up-to-date information.

The user is responsible for:

- Maintaining the confidentiality of their credentials
- All activities carried out under their account
- Immediately reporting any unauthorized use

The Company may suspend accounts in the event of irregular use or suspected fraud.

4. Data Ownership and Responsibility

The user retains full ownership and title over the data and files submitted.

For purposes of the LGPD (Brazilian General Data Protection Law):

- The user acts as the Controller
- The Company acts as the Processor

The Company processes data solely for the performance of the Service and in accordance with the user's instructions.

The user declares to have a lawful basis for processing the submitted data and holds the Company harmless from any liability for illegal or unauthorized content.

5. Prohibited Use

It is prohibited to use the Service for:

- Illegal or fraudulent activities
- Violation of third-party rights
- Processing data without a lawful basis
- Unauthorized access attempts
- Activities that compromise infrastructure stability
- Abusive automated use (scraping, bots, excessive mining)

Violations may result in immediate account suspension or termination.

6. Plans, Subscriptions, and Renewal

The Service is offered through:

- Individual plans (B2C)
- Business plans (B2B)
- Subsidized educational plans

Subscriptions automatically renew at the end of each contracted period, unless previously cancelled.

Prices, usage limits, and features are listed on the current pricing page or in a commercial proposal.

7. Payments and Billing

Payments are processed by certified third-party providers.

The Company does not store complete credit card data.

For business clients, invoices may be issued in accordance with Brazilian law.

Applicable taxes are the user's responsibility, where applicable.

8. Cancellation, Upgrades, and Downgrades

The user may cancel their subscription at any time, retaining access until the end of the paid period.

- **Upgrade: may be charged on a prorated basis immediately**
- **Downgrade: takes effect at the next billing cycle**

Unless otherwise required by law, no prorated refunds are issued for amounts already paid.

For individual consumers, the right of withdrawal provided under the Brazilian Consumer Protection Code applies.

9. Fair Use Policy

Even on high-limit plans, a fair use policy may be applied to prevent:

- Infrastructure overload
- Excessive automated use
- Impact on system stability

In cases of abnormal use, the Company may:

- Temporarily limit resources
- Request plan migration
- Suspend automated tasks

10. Business Plans (B2B)

Business plans may be governed by specific agreements that may include:

- SLA (service level agreements)
- Confidentiality clauses
- Data Processing Agreement (DPA)

In the event of a conflict, the terms of the specific agreement shall prevail.

The contracting company is responsible for its employees' access.

11. Academic and Subsidized Plans

Educational plans are exclusively intended for:

- Teaching
- Academic research
- Non-commercial projects

The Company may require proof of academic affiliation.

Commercial use of these plans is prohibited, subject to cancellation or mandatory migration to a commercial plan.

12. Government and Public Institutions

The Company may enter into contracts, agreements, or equivalent instruments with:

- Public universities
- Research institutes
- Government agencies

Such instruments may contain specific clauses regarding:

- Auditing
- Transparency
- Compliance with Law No. 14,133/2021 (Public Procurement Law)
- Data protection

13. Cloud Infrastructure and Sub-processors

The Service is hosted on Microsoft Azure infrastructure, which may act as a data sub-processor.

The Company may use other sub-processors, provided they are subject to contractual data protection obligations.

14. Information Security

The Company adopts appropriate technical and organizational measures, including:

- Encryption in transit
- Access control
- Environment isolation
- Continuous monitoring

Notwithstanding, no system is entirely immune to failures.

15. Security Incidents

In the event of a significant incident involving personal data, the Company shall:

- Take immediate containment measures
- Notify users and authorities when required by law
- Provide reasonable support to mitigate impacts

16. Intellectual Property

All software, trademarks, interfaces, documentation, and infrastructure belong to the Company.

No license to use the source code is granted to the user.

17. Limitation of Liability

The Service is provided "as is".

To the fullest extent permitted by law, the Company shall not be liable for:

- Loss of data submitted by the user
- Service interruptions
- Indirect damages, lost profits, or loss of business opportunities

The user is responsible for maintaining backup copies of their data.

18. Force Majeure

Neither party shall be liable for failures arising from events beyond their reasonable control, including:

- Infrastructure failures
- Natural disasters
- Governmental acts
- Third-party service interruptions

19. Termination

The Company may suspend or terminate accounts in the event of:

- Violation of these Terms
- Illegal use of the Service
- Legal determination

The user may close their account at any time.

20. Changes to These Terms

The Company may amend these Terms at any time.

The current version will always be available on the website, with the date of last update.

Continued use of the Service constitutes acceptance of the changes.

21. Governing Law and Jurisdiction

These Terms are governed by the laws of the Federative Republic of Brazil.

The courts of the judicial district of São Paulo/SP shall have exclusive jurisdiction, unless otherwise required by law.

22. Contact

Pitflow Tecnologia LTDA - CNPJ: 56.348.559/0001-61

Address: Rua Alvorada 1289, Vila Olimpia, São Paulo SP, 04550-004

Email: contato@pitflow.ai