TERMS OF USE AND SERVICES

Hello! Good to have your interest! Before using our services, please take the time to read our Terms of Use and Service and learn about the rules that govern our relationship with you.

Below we will clarify some points that we consider important. If you have any questions about any points discussed or not in this document, please do not hesitate to contact us at suporte@bimachine.com.br.

1. DEFINITIONS:

In this instrument, we understand the expressions below according to the following definitions:

BIMACHINE: SOL7 INFORMÁTICA LTDA, limited liability company, registered with the CNPJ under no. 07.780.779/0001-54, headquartered in the city of Lajeado/RS, at Rua Alberto Torres, nº 613, sala 301, bairro Centro, CEP 95.900-188, in this act represented in the form of its constitutive act.

YOU OR USER: individual or legal entity registered on the Platform, who accesses and/or uses the services offered by **BIMACHINE,** either through licensing or sublicensing.

LICENSEE/SUBLICENSEE: individual or legal entity that holds the license to use and sublicense BIMACHINE's software**,** with limits and details, under the terms of the Proposal. The licensed software is made available with the current functionalities, and any updates that occur during the agreed term will be made available to the **Licensee.**

PLATFORM: system consisting of a mobile application and web platform of app.bimachine.com access, available for iOS and Android operating system, in the Apple Store and Google Play stores, offered by BIMACHINE and **owned, operated and responsible by BIMACHINE, where all** USERS **can view and use the services offered by** BIMACHINE.

PROPOSAL: Document sent by **BIMACHINE** containing specific provisions on the contracting of the **PLATFORM.**

DATA PROCESSING: Pursuant to article 5, item X, of Law 13.709 of 2018, every operation performed by **BIMACHINE** with personal data of the USER, and of the **BIMACHINE** they work for, such as those referring to collection, production, reception, classification, use, access, reproduction, transmission, distribution, processing, archiving, storage, elimination, evaluation or control of information, modification, communication, transfer, dissemination or extraction.

2. MEMBERSHIP:

This instrument regulates the conditions of use of **the PLATFORM** being a contract between the **USERS** and **BIMACHINE.** The use of the services offered through the **PLATFORM** expressly indicates that you agree to all the terms and conditions contained in this instrument and to the legal provisions applicable to the species.

YOU UNDERSTAND AND AGREE THAT BIMACHINE WILL CONSIDER THE USE OF THE SERVICES SET FORTH AS ACCEPTANCE OF THESE TERMS AND ALL OTHER LEGAL PROVISIONS PERTINENT TO THE SPECIES.

BY ACCEPTING THE TERMS OF THIS INSTRUMENT, THE USER EXPRESSLY AUTHORIZES THE PROCESSING OF THEIR DATA IN ORDER TO ENSURE THE MAINTENANCE AND GOOD PERFORMANCE OF THE FUNCTIONALITIES OF THE PLATFORM.

THE USER, IN THIS ACT, EXPRESSES HIS FULL CONSENT TO THE SHARING OF THE DATA COLLECTED AND PROCESSED BY BIMACHINE, UNDER THE TERMS OF THIS INSTRUMENT, WITH OTHER COMPANIES THAT ARE PART OF HIS ECONOMIC GROUP, OR ARE ITS SERVICE PROVIDERS.

If you **DO NOT agree with the provisions set forth herein**, DO NOT **access, view, download or use in any way, any page, content, information or service of** BIMACHINE.

These terms are available for reading, at any time, on the **PLATFORM,** at: https://support.bimachine.com.br/pt/article/termos-de-uso-e-servi%C3%A7os.

3. WHO WE ARE AND WHAT WE DO:

 BIMACHINE is a 100% Brazilian SaaS Analytics Platform, complete and scalable for creating cloud business applications and business analysis that offers insights for your entire organization. It is a tool oriented to data analysis that provides immediate access to strategic information of companies of any size or segment.

To offer its services, **BIMACHINE, through the platform:** http://app.bimachine.com.br; of the website: https://www.bimachine.com.br/, http://store.bimachine.com.br/ specific URLs of customers and partners, as well as the synchronized mobile application, collects various data and information, aiming, above all, to provide an increasingly better experience for you and your company. We recognize that the guarantee of the confidentiality of the personal and business data of the users of our platform is very relevant and therefore we are committed and take all possible measures to protect your privacy.

4. GENERAL CONDITIONS OF USE:

 BIMACHINE only provides the **PLATFORM** that offers the services of analysis of graphic terms, creation of indicators, organization of charts, maps, and display in a dashboard, as well as cockpit creation, book generation, publication development and the possibility of sharing them. **BIMACHINE's** responsibility is restricted to the correct functioning of the **PLATFORM** and its functionalities, according to this instrument and the plan contracted by the **USER**, **BIMACHINE** does not hold any responsibility for the creation, customization, and dissemination of marketing materials by the **USERS**.

 BIMACHINE only licenses **the PLATFORM to registered USERS, and there is no other relationship between these parties, so that it is not possible to impute** to BIMACHINE **the responsibility for any damages caused to other** USERS, or to third parties, by acts originating from USERS **during the use of the functionalities available from the** PLATFORM**.**

At the time of registration**, USERS** may use all the services available on the **PLATFORM,** declaring, for this purpose, to have read, understood and accepted all the devices contained in these Terms of Use.

The **USER** undertakes to use the functionalities of the **PLATFORM** in good faith, in accordance with the legislation in force, morality and good customs.

The **USER**, **LICENSEE** expressly acknowledges that, through this instrument, receives from **BIMACHINE** the granting of a license to use the PLATFORM, which is non-transferable, being forbidden the sublicensing, except in specified cases, for use in national or foreign territory, for as long as the adhesion to this term lasts, remaining prohibited the use of the PLATFORM in disagreement with the provisions of this instrument.

The **USER is solely responsible for the security of their password and the use of their** registration on the PLATFORM**, so we recommend that they do not share such information with third parties and, if this information is, for any reason, misplaced or** hacked, the *USER* **must immediately inform** BIMACHINE**, through the** suporte@bimachine.com.br, so that the matter can be resolved.

It is only up **to the USERS to answer for any damages caused to third parties**, to other USERS**, to the PLATFORM** or to **BIMACHINE itself**, arising from the use of the functionalities of the **PLATFORM**.

USERS must not use the services available on the **PLATFORM** for any illegal, defamatory, discriminatory, abusive, offensive, pornographic, obscene, aggressive, libelous, vexatious, deceptive, libelous, violent, vulgar, or harassing, threatening or misleading purposes or means, that is, any shady use that may harm **BIMACHINE**, other **USERS** or third parties.

In no event will **BIMACHINE** be held liable for any damages incurred by the **USERS** for any temporary unavailability of the **PLATFORM**.

The **USER must have all the necessary software and hardware to access** the PLATFORM, including, but not limited to, the computer with access to the Internet, and BIMACHINE is solely responsible for **making the** PLATFORM **available to the** USER, **under the terms of this instrument.**

The use **of the PLATFORM** by the **USERS** is conditioned to their prior registration, as well as to the respect of the provisions contained in this instrument.

5. REGISTRATION:

Only capable individuals **can register on the** PLATFORM.

For **USERS** to register on the **PLATFORM,** they must provide **BIMACHINE** with the following data (i) full name; (ii) company name; (iii) e-mail; (v) password.

For the regular use of the PLATFORM, the **USER** must register, filling in all the data requested by **the** PLATFORM at the time of registration.

It is the sole responsibility of the **USERS** to provide, update and guarantee the veracity of the registration data, and **BIMACHINE** does not suffer any type of civil and criminal liability resulting from untrue, incorrect, or incomplete data provided.

 BIMACHINE reserves the right to use all valid and possible means to identify its **USERS**, as well as to request additional data and documents that it considers to be pertinent to check the data informed. In this case, the use **of the PLATFORM** by **the USER** is conditioned to the sending of the documents eventually requested.

If a registration is considered suspected of containing erroneous or untrue data, **BIMACHINE** reserves the right to suspend, temporarily or permanently, without prior notice, the **USER** responsible for the registration. In the case of suspension, the USER will not be entitled to any type of compensation or compensation for losses and damages, lost profits, or even moral damages.

The **USER** may have access to the information collected and about **the DATA TREATMENT** carried out by **BIMACHINE,** free of charge, through a request to suporte@bimachine.com.br, or through their registration on the PLATFORM**, being able to edit or delete them at any time.**

The collection of the **USER**'s data aims to identify him, as well as enable him to correctly use **the PLATFORM**, and with this, **BIMACHINE** will be able to ensure the good quality of the licensed services.

By consenting to the terms of this instrument, the **USER** expressly declares to be aware that the collection of their data is paramount for the proper functioning of **the PLATFORM,** authorizing, from now on, the **DATA PROCESSING** by **BIMACHINE.**

It is expressly forbidden the use of a **USER** login by more than one person, that is, by way of example: login of "X", may not, under any circumstances, be used by "Y" and "Z". In case of multiplicity of registrations prepared by a single USER, **BIMACHINE** reserves the right, at its sole discretion, without indemnifying compensation and without the need for prior consent or communication, to disable all existing registrations in the name of this **USER**, and may even assign to him all the costs caused by the multiplicity of logins, as well as not accept new registration of said USER on the **PLATFORM**.

The **PLATFORM** offers the possibility of the USER to **use some of its functionalities without the need for registration, however, the absence of registration does not mischaracterize the** USER**, nor does it allow disrespect to this instrument.**

The **USER** will access their registration on the **PLATFORM** through *login* and password, committing not to inform third parties of these data, being fully responsible for the use that is made of them.

The **USER** undertakes to notify BIMACHINE **immediately, through the contact channels maintained by** BIMACHINE **on** the **PLATFORM**, regarding any unauthorized use of his account. The **USER** will be solely responsible for the operations carried out on his account since access will only be possible through the use of a password of his exclusive knowledge.

The **USER** undertakes to notify BIMACHINE **immediately, through the contact channels maintained by** BIMACHINE on the PLATFORM, of **any knowledge of irregularities of other** USERS **that may cause damage** to the USERS **of the** PLATFORM themselves, **to it,** to **BIMACHINE** or to third parties.

Under no circumstances will the assignment, sale, rental, or other form of transfer of the USER's registration be permitted.

At its sole discretion, **BIMACHINE** may exclude, disable, create limits on the use of the service, suspend, block, for an indefinite period, without prior notice or indemnifying compensation, registrations **of USERS** that are considered offensive, that violate the terms of this instrument or the legislation in force.

BIMACHINE reserves the right not to allow new registration of **USERS** who have already been canceled, disqualified, blocked, deleted, or suspended from the **PLATFORM**. The creation of new registrations by persons whose original registrations have been canceled, blocked, disqualified, excluded, or suspended for violations of BIMACHINE's policies or current legislation will not be allowed.

BIMACHINE reserves the right, unilaterally, without prior notice, consent or indemnification compensation, to refuse any request for registration of a **USER** on **the PLATFORM**, as well as to cancel, disable, block, delete or suspend the use of a previously accepted registration, if it considers a suspicious situation, for example, but not limited to: massive export of data (leakage; hackers; or eventual innovation / sharing and improper login).

By agreeing to this instrument, the **USER** declares to be aware that he is solely responsible for his registration, being certain that any damage caused by the insertion of outdated, inaccurate or untrue information, can not be imputed to **BIMACHINE** or the **PLATFORM**.

6. FEATURES:

To **the USERS** the **PLATFORM** offers functionalities provided in: https://support.bimachine.com.br/pt/ and https://support.bimachine.com.br/pt/23-store-6542657/acesso-a-documenta%C3%A7%C3%B5es.

BIMACHINE may at any time, without prior notice or indemnification compensation, edit and/or delete existing functionalities, as well as add new functionalities to the **PLATFORM**.

It is the sole responsibility of the **LICENSEE to** hold the technical infrastructure necessary for the correct use of the Platform, according to the information contained in the Terms of Use and its annexes.

The **USERS** registered on **the PLATFORM**, by **the LICENSEE,** may make use of the functionalities offered in an unlimited way, respecting the conditions imposed in these Terms of Use and in their annexes.

7. TECHNICAL SUPPORT:

 BIMACHINE will provide support **to the USERS** of **the PLATFORM through online chat, to be accessed by** the USER through **the** PLATFORM itself, or through the e-mail suporte@bimachine.com.br. In support requests via e-mail, **BIMACHINE** will have up to 72 (seventy-two) business hours to proceed with the response.

8. PAYMENT METHODS, PRICING, LICENSING AND SUBLICENSING CONDITIONS OF THE SOFTWARE:

8.1. PAYMENT METHODS

The payment made available by BIMACHINE to **the** USER **will be made through a bank slip, to be issued by** BIMACHINE **through a** platform contracted for this purpose.

The values will be updated annually, according to the IGP-M/FGV index, and in case of deflation, according to the IPCA/IBGE index.

The **USER** may, at his sole discretion, contract additional services of the **PLATFORM,** which will be included in the amounts due in the payment following the contract.

8.2. LICENSING PRICING

By **the LICENSING** of **the PLATFORM** to the **LICENSEE**, the parties adjust the payment conditions according to the provisions of the proposal and annexes.

8.3. SUBLICENSING OF THE SOFTWARE

The **PLATFORM** may be **SUBLICENSED,** in which case the sublicensing may only occur in an onerous manner, under the terms of the conditions negotiated between **BIMACHINE** and **LICENSEE.**

The **LICENSEE** is authorized to sublicense the Software owned by BIMACHINE, **being obliged to** ensure that the SUBLICENSEE accepts and obeys the provisions set forth in these Terms of Use and Policies, as well as, provided that it is signed with the SUBLICENSEE**, any and all documents required by** BIMACHINE. **BIMACHINE** may require the presentation of said signed instrument(s) at any time, and the **LICENSEE** is obliged to present it within 24 (twenty-four) hours, counted from the date of the request.
All forms of support to the **SUBLICENSEE** will be provided in communion of efforts between **BIMACHINE** and the **LICENSEE**

It is the obligation **of the LICENSEE** to ensure that **the SUBLICENSEE** accepts and obeys all the provisions set forth in these Terms of Use, Policies and Platform Agreement, especially regarding the deadlines, remuneration and copyright.

9. CANCELLATION AND REIMBURSEMENT POLICY:

In compliance with Article 49 of the Consumer Protection Code, **BIMACHINE** grants a period of 07 (seven) days, counted from the completion of the purchase made by **the OWNER USER,** so that the same expresses interest in canceling the services purchased on the **PLATFORM** and receiving reimbursement of amounts already paid. The request must be made exclusively through the **PLATFORM**. After such legal period, **BIMACHINE** reserves the right to refuse unjustified requests for reimbursement of values.

In the event that the period of 07 (seven) days of the contracting of the PLATFORM has elapsed, and **BIMACHINE** has not received any notification   **of repentance from the OWNER USER through** the PLATFORM, **it will be understood that** the OWNER USER **has tacitly waived his right of repentance and any rights relating to the present, past and future, relating to facts, obligations** and   responsibilities, directly or indirectly related to **BIMACHINE Services**.

10. PRIVACY POLICY, DATA PROCESSING AND GOOGLE SERVICES:

10.1. PRIVACY POLICY AND DATA PROCESSING

During the use of the **PLATFORM**, by the USER**, BIMACHINE will collect and store the information provided by** the USERS   , during the loading process carried out in the database made available (**BIMACHINE** does not have the possibility of knowing the structure of the database of the systems of its **USERS**). Thus, for each database **BIMACHINE** stores a name, port, host/IP, login, password, FTP, together with automatically generated information, such as the characteristics of the access device, the browser, application access records (IP, with date and time), information accessed, screens accessed, geolocation data, application history, among others, of the **USERS**, which will be stored in the database and also in the browser cookie.

The data collected from **the USERS**, by **BIMACHINE,** through the use of the PLATFORM**, will be used for the adequate provision of services, for the purpose of improving the navigation of the** USER**, as well as for advertising and statistical purposes.**

The **USER** declares to understand, accept, and consent that all data collected through the **PLATFORM** be treated, under the terms of article 5, item X, of Law 13,709 of 2018, by **BIMACHINE** or by third parties, these being:

> (i) AWS that may be contacted through the https://aws.amazon.com/pt/contact-us/;
> (ii) Tomticket which can be contacted through the https://www.tomticket.com/contato;
> (iii) Hotjar which can be contacted through the https://help.hotjar.com/hc/en-us/requests/new;
> (iv) RDStation that can be contacted through the https://www.rdstation.com/contato/.

The **USER** declares to be aware that **the PLATFORM** allows information and objects to be shared with other people, however, he is solely and exclusively responsible for the control over how this information is shared. For example, the **USER** can share objects publicly or choose to keep them private. Remembering that when information is shared publicly, the content can be accessed through search engines. It is the **USER** who must consider with whom he shares a document, file or object, because the one to whom he provides access, may share with third parties, outside our product or the responsibilities of **BIMACHINE,** including with people and companies outside the public with which he himself shared.

All data provided by the **USER** to BIMACHINE, through the use **of the PLATFORM**, will be considered confidential by **BIMACHINE, and BIMACHINE** undertakes to make every effort to preserve the security of its systems in the custody of such data, meeting the security standards established in Decree No. 8,771/2016, such as:

(i) Use of industry standard methods to encrypt the data collected, in addition to other standard forms of encryption, to ensure its inviolability.
(ii) Use of high-tech software to protect against unauthorized access to systems, which are considered controlled and security environments.

(iii) Provision of controlled access to personal data storage locations only to previously authorized and authenticated persons, committed to the confidentiality of such data, including by signing a confidentiality agreement.

(iv) Application of authentication mechanisms for access to records capable of individualizing the person responsible for the treatment and access of the data collected as a result of the use of the **PLATFORM**.

(v) Anonymization of the **USER'**s data when it is shared with third parties that are not partners of **BIMACHINE;** and,

(vi) Maintenance of the inventory indicating the time, duration, identity of the employee or person responsible for the access and the object file, based on the connection and access records to applications, as determined in article 13 of Decree No. 8,771/2016.

The data of the USERS, **collected by** BIMACHINE**, through the use of the** PLATFORM, **may be shared with third parties, in the hypotheses listed below:**

(i) When necessary for the commercial activities of **BIMACHINE**, and the companies of its economic group, in order to enable the provision of the services offered through the **PLATFORM.**

(ii) For the protection of **BIMACHINE**'s interests in the event of a conflict, including in lawsuits.

(iii) In case of transactions and corporate changes involving **BIMACHINE**, in which case the transfer of data will be necessary for the continuity of the services offered through the **PLATFORM**.

(iv) By court order or by request of administrative authorities that have legal competence for its request.

 BIMACHINE guarantees **the USER**, with regard to the processing of personal data, the following rights:

(i) Confirmation of the existence of processing of your personal data.

(ii) Access to your data collected by the **PLATFORM**, through your own login or upon request to the suporte@bimachine.com.br;

(iii) The correction of your data, if they are incomplete, inaccurate or outdated.

(iv) The blocking or deletion of unnecessary, excessive or non-compliant processed data with the applicable Brazilian legislation.

(v) The portability of personal data, for themselves or for third parties, upon express request made by the **USER** to **BIMACHINE,** through the e-mail suporte@bimachine.com.br;

(vi) The deletion of personal data processed with your consent, provided that there is no legal determination to keep them registered with **BIMACHINE.**

(vii) Obtaining information about public or private entities with which **BIMACHINE** has shared your data; and,

(viii) Information on the possibility and consequence of not providing the USER's consent.

The **USER** may send an e-mail to suporte@bimachine.com.br, pointing out doubts and / or requirements related to their personal data.

 BIMACHINE may delete the personal data collected from **USERS**:

(i) When the purpose for which they were collected is achieved; or, when they are no longer necessary or pertinent to the achievement of the purpose, as described in these Terms of Use and Privacy Policy;

(ii) When the **USER** revokes his/her consent, in cases where it is necessary, requesting the deletion to **BIMACHINE** through the e-mail suporte@bimachine.com.br; or,

(iii) If determined by a competent authority.

10.2. GOOGLE SERVICES

BIMACHINE's use of information received from Google APIs ("Google Services") will follow the "Google API Services User Data Policy" and the "Google APIs Terms of Service".

The use and transfer of information received from the Google APIs to any other application will comply with the "Google API Services User Data Policy", including limited use requirements.

By authorizing **BIMACHINE** to access a given Google service linked to your account, you are authorizing only for that specific service. To use other **BIMACHINE services**, you must provide new permission specific to the other services to which you are interested.

 BIMACHINE only authenticates your data when accessing the Google Sheets and Google Ads Platform, and the login and management of the information provided takes place directly with Google.

11. EUROPEAN UNION PRIVACY ACT (GDPR – GENERAL DATA PROTECTION REGULATION):

For privacy reasons, European citizens have the right to request that their personal information be removed from **BIMACHINE'**s database in accordance with applicable laws.

If it is of interest to you, you will receive a copy of all your personal data that are part of the BIMachine database, requesting to the e-mail suporte@bimachine.com.br.

BIMachine will use this information only to analyze and document the authenticity of your request and will delete the copy within a period of seventy-two (72) hours from the date of the removal request, unless legally required by contract.

In some cases, we store the data for limited periods when it needs to be kept for legitimate business or legal purposes. Because of this, there may be a gap of time between the time you delete something and the time when copies are deleted from our active and backup systems.

 BIMACHINE performs daily backups on the platform. The **USER** may have additional rights in accordance with the local legislation applicable to the processing. For example, if the processing of your personal information is subject to the EU General Data Protection Regulation, and your personal information is processed on the basis of legitimate interests, the **USER** has the right to object to the processing based on their specific situation.

Under the GDPR, the **USER** may also have the right to request that their personal information be deleted or restricted and request the portability of their personal information.

12. CALIFORNIA CONSUMER PRIVACY ACT:

As already highlighted, the **USER** has rights related to Personal Data, as described:

(i) Access to your personal data at any time.
(ii) Edit your account details, making sure that your Personal Data is updated.
(iii) Access up-to-date information about your Personal Data held by us and the technical means adopted.
(iv) Request restrictions on the processing or deletion of your personal data.
(v) Report any violations of our policy and procedures.

The **USER** may demand their rights at any time by e-mail suporte@bimachine.com.br.

In compliance with the CCPA, **BIMACHINE** will not engage in the following conduct:

(i) Sale of personal information.
(ii) Retain, use or disclose personal information for purposes other than those required by the services we provide to you; and retain, use or disclose personal information outside of the direct relationship we have with you; all as set forth and described in the CCPA, as applicable.

Any data breach or leak must be reported by email in a timely manner.

13. DUTIES OF SECRECY, LOYALTY AND COPYRIGHT:

During the term of the use of the **PLATFORM** provided for in the proposal and for a period of 05 (five) years after its termination or termination, the parties undertake to keep under absolute secrecy all commercial, accounting, administrative and technical information mutually disclosed as a result of its execution, refraining from using it for its own benefit or that of third parties, committing to ensure that its partners, employees with an employment relationship and third parties of their trust, informed of this obligation, also do so, under penalty of responding jointly with them.

Failure to comply with the duty of secrecy and confidentiality will allow the aggrieved party to consider this instrument terminated, without prejudice to claiming compensation for damages from the defaulting party.

The parties undertake to act, throughout the period of validity of this instrument, in a loyal, transparent and coordinated manner, exchanging as much information as possible, with the purpose of obtaining the best possible results.

In cases **of LICENSING** and SUBLICENSING **during the term of this instrument, and for a period of 05 (five) years after its termination, the** LICENSEE **and** SUBLICENSEE **may not directly or indirectly develop a platform or technology that is concurrent or similar to the services provided by** BIMACHINE**, under penalty of incurring any losses and damages to be determined.**

14. GENERAL PROVISIONS:

Any provision or condition of this instrument that, for any reason, may be declared null or ineffective by any court or tribunal, will not affect the validity of the other provisions of these Terms, which shall remain fully valid and binding, generating effects to the maximum extent.

BIMACHINE's failure **to enforce any rights or provisions of these Terms shall not constitute a waiver and BIMACHINE may regularly exercise its right within the legal deadlines.**

All materials, patents, trademarks, registrations, domains, names, privileges, creations, images and all rights related to and related to the **PLATFORM** and developed by BIMACHINE, **are and will remain the sole and exclusive property of** BIMACHINE**, agreeing to USERS, LICENSEE / SUBLICENSEE** not to perform an act or fact that, in any way, harms the rights provided herein, nor to claim any right or privilege over them.

We use cookies and similar technologies to store and respect your preferences and settings, allow you to log in, fight (robot) fraud, analyze the performance of our product, and serve other legitimate purposes.

 BIMACHINE may change this instrument at any time, simply by publishing a revised version on our website. For this reason, we strongly recommend that you always visit this section of our website and read it periodically. But to contribute to the good relationship, we will also send you an email informing you of these changes.

This instrument constitutes the full understanding between **the USER, LICENSEE / SUBLICENSEE** and **BIMACHINE** and is governed by the Brazilian Laws, being elected the forum of the city of domicile of the **USER** as the only competent to resolve issues arising from this instrument, with express waiver of any other forum, however privileged it may be.