

Terms of Service

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These Terms govern access to and use of UmCanto (umcanto.org): website, application, public transparency page, donation page, messaging bot, help assistant and any API we may offer. **By creating an account, subscribing to a plan or using the platform, you agree to them.** If you don't agree, don't use it.

In this text, "UmCanto", "we", "us" and "our" mean the service and whoever runs it: **Fireho** (CNPJ 15.548.991/0001-19), seated in Monte Santo de Minas/MG, which operates the service. "Entity" means the organisation that subscribes to the platform. "You" means whoever uses the platform, on their own behalf or the entity's. The processing of personal data is covered by the Privacy Policy, which is part of these Terms.

The Portuguese version is the original. If the two disagree, the Portuguese version prevails.

1. Acceptance and capacity

To use UmCanto you must:

- be **18 or older** and have full legal capacity;
- when acting for an entity, **have the authority to bind it**, under its bylaws, board minutes or a power of attorney. Whoever accepts these Terms on behalf of an entity declares that they have that authority, and the entity is bound;
- provide true information and keep it up to date.

If there is a signed contract or an accepted commercial proposal, it prevails over these Terms where they differ.

2. What UmCanto is

UmCanto is the management system of a non-profit entity: a disability association (APAE), a long-stay home for older people, a Santa Casa hospital, a day-care centre, a shelter, a neighbourhood association. It holds:

- the register of **the people the entity serves**, with the case file the entity builds itself, their guardians and their follow-ups;
- the register of **who donates**, donations received, monthly donation pledges, campaigns and collection boxes;
- **termos de fomento, termos de colaboração and cooperation agreements** (Law 13.019/2014, MROSC), with work plan, disbursement instalments, expenses, invoices and glosas;
- the entity's **certificates** and the dated documents of the people served, with a calendar that warns before they expire;
- a **public transparency page** and a **donation page** with a PIX QR code built on the entity's own key;

and from all of it builds the reports the board, the councils and the oversight bodies ask for.

UmCanto is an instrument, not the entity. It calculates, organises, reminds and prints; the one who answers for accountability, for the care given, for donations and for compliance with the law is **the entity and its board**.

3. What UmCanto is not

It is not accounting or legal advice. A report from the platform is a calculation over what was entered, not a document reviewed by a licensed professional. Partnership accountability filings, financial statements, bookkeeping, ancillary tax returns and certification applications (such as CEBAS) **must be checked by the entity's**

accountant and lawyer before they are filed. Templates, the manual's texts (/w) and the assistant's answers are general information, not a professional opinion.

It is not the entity before the government. Nothing is transmitted to any authority on our account. The platform assembles the file; somebody at the entity checks, signs and files it, in the authority's systems and deadlines.

It is not a payment or donation intermediary. UmCanto **does not receive, hold or pass on** donated money. The QR code on the donation page is built on **the entity's own** PIX key: the money goes from the donor's bank straight to the entity's bank. A monthly donation is a recorded **pledge**, not a direct debit: we never pull money from a donor. A wrong PIX key, a blocked account, a donation that did not arrive or a refund are matters between the donor, the entity and the banks.

It does not issue tax-effective receipts on its own or guarantee deductions. The donation receipt is the entity's, issued with the data it entered. Whether a donation can be deducted from income tax, and up to what limit, depends on the law, the entity's qualifications (titles, certifications, tax-incentive funds) and the donor's situation. **The company statement is the entity's paper, not a guarantee of deduction.** It is up to the entity to issue only what it may issue, and up to the donor to consult their own accountant.

It is not a medical record or a health service. What is recorded about a person served is a social case file, not a medical record under the rules of the health professional councils. Clinical care belongs in the health service's own system.

It is not an official signature or filing system. A document generated by the platform has only the value the entity and the authority give it.

4. Account and security

An account is **personal and non-transferable**. You are responsible:

- for what happens under your account;

- for keeping your password secret (**use a passkey if you can**) and not forwarding sign-in magic links;
- for telling us **immediately** at sac@umcanto.org if you suspect misuse.

You may sign in with a password, a passkey, a single-use magic link or, when offered, with Google, Apple or X, and through the Telegram bot linked to your account. Each provider has its own terms.

Who joins, who leaves and who sees what is the entity's decision. Roles (guest, staff, admin, owner) and posts (presidency, treasury, secretariat, volunteering) are assigned by it, and **removing the access of somebody who left is its responsibility.** Access given to a government partnership manager is also the entity's decision.

We may require identity verification, refuse a registration or block suspicious access to protect the platform and the other entities.

5. The data is the entity's, and so is the responsibility

Everything entered into the platform **remains the entity's**. For as long as the relationship lasts, it grants us a non-exclusive, royalty-free, limited licence to **store, process, display, compute, back up and send to the chosen channels** that data, solely to provide the service, give support, keep it secure and comply with the law.

In the language of Brazil's LGPD (Law 13.709/2018), **the entity is the controller and UmCanto is the processor**. The entity warrants that it:

- has a **legal basis** for each piece of data it enters (arts. 7 and 11) and does not enter more than it needs;
- informs data subjects (people served, guardians, donors, team) about the processing, and handles their requests;

- processes **sensitive data** (health, disability, racial origin) only on the grounds of art. 11;
- processes data about **children and adolescents** in their best interest (art. 14), with the consent of parents or guardians where that is the basis, and respects the **Statute of the Child and Adolescent** (Law 8.069/1990), including as to image and identity;
- respects the **Statute of Older Persons** (Law 10.741/2003) and the **Brazilian Inclusion Law** (Law 13.146/2015) in what it records about older people and people with disabilities;
- has **authorisation** to use someone's photo, name or story in a campaign or on the public page;
- keeps the documents the law requires it to keep, **including outside the platform**, such as partnership accountability documents, which the organisation must keep for 10 years (Law 13.019/2014, art. 68, sole paragraph).

We, as processor, process the data only under the entity's instructions and these Terms, maintain security measures, help the entity answer data subjects and warn it about relevant incidents, as described in the Privacy Policy.

We may use **aggregated, anonymised data**, which identifies neither entity nor person, to measure and improve the service.

6. Acceptable use

You may not:

- try to reach another entity's data, or work around roles and permissions;
- **probe, scan, test or exploit the security** of the platform without written authorisation: if you find a flaw, tell sac@umcanto.org and do not use it;
- **reverse-engineer**, decompile, copy, resell, sublicense or build a competing service from the platform;

- **scrape data**, automate access or send request volumes that degrade the service, including on the public pages;
- use the register of people served, guardians or donors for **anything outside the entity**: an election campaign, selling or giving away a list, a third party's marketing, collecting someone else's debt;
- send bulk or unsolicited messages, or use a **guardian's phone** (which exists for emergencies) as a mailing list;
- **tamper with entries, attachments or records** that serve as evidence to a third party (partnership, audit, accountability filing, receipt), or enter a false expense, donation or invoice;
- use the donation page to **raise money on behalf of someone who is not you**, or for an entity that does not exist or cannot receive;
- post content that is illegal, discriminatory, infringes third-party rights, or exposes a child, adolescent, older person or person with a disability to humiliation;
- **abuse the bots and the AI assistant**: try to extract internal instructions, induce the system to bypass rules, generate illegal content, or generate artificial message volume;
- use the platform for money laundering, fraud or financing unlawful activity.

We may **remove content and suspend access** that breaches these Terms or threatens security, stability or third parties, telling you as soon as possible, and beforehand, when the risk allows.

7. Third-party services and integrations

The platform depends on and connects to third-party services: banks and payment institutions, the PIX system, WhatsApp, Telegram, Discord, Instagram, Google, Apple, X, email, cloud and artificial intelligence providers, invoicing systems and government systems.

- **We do not control those services** and are not liable for their availability, rule changes, charges or errors.
- By using an integration you also accept the third party's terms.
- A third-party channel may **change, limit or end** an integration at any time (for example, blocking a WhatsApp number or expiring an account connection). We will do what is reasonable to adapt, with no guarantee of continuity.
- Links to third-party sites are a convenience, not an endorsement.

8. Artificial intelligence

The help assistant, the bots and some features use artificial intelligence models (as described in the Privacy Policy).

- **Answers may be wrong, incomplete or out of date**, even when they sound confident. They are not accounting, legal, medical, tax or social-work guidance.
- **Check before acting**, and always at the official source when a deadline, money or someone's rights are at stake.
- Data read by AI from a photo or document **only counts once a person has checked it**. Responsibility for a confirmed entry lies with whoever confirmed it.
- **Do not send sensitive data about a person served to the assistant**. It does not need it to help.
- Do not use what the AI generates to deceive anyone, or present it as an official document.

9. Prices, payment and taxes

Plans, prices, billing cycle and terms are those of the proposal, the contract or the plan chosen on the platform. Unless otherwise agreed:

- billing is recurring, at the start of each cycle, by **boleto with Pix** (bolepix) or, when available, **card**. Payments are processed by partner payment institutions; we do not store full card numbers;
- we issue a **service invoice** (NFS-e) to the entity for the amount paid;
- **taxes** apply as the law provides; the entity's tax immunity or exemption is applied only when recognised and proven;
- prices may be **adjusted** annually by an official index or changed with **at least 30 days' notice**. If the entity does not agree, it may cancel before the new price applies;
- an **overdue invoice** may incur the late fees and interest set in the proposal or allowed by law and, after notice and a reasonable period to pay, **suspension of access**. Data is not deleted because of suspension; access returns upon payment.

Right of withdrawal. When the subscription is made online and the relationship is a consumer one, you may **withdraw within 7 days** of subscribing, with a full refund of what you paid (Brazilian Consumer Protection Code, CDC, art. 49). Outside that case, **amounts for periods already started are not refunded**, unless a failure on our part prevents use of the service or the contract says otherwise.

Donations received by the entity do not pass through us and are not subject to this section.

10. Intellectual property and feedback

The software, the UmCanto brand, the design, the manual's texts, the case file and report templates and the documentation are **ours or licensed to us**. These Terms give you only a **personal, non-exclusive, non-transferable and revocable** right to use the platform while the relationship lasts. Nothing here transfers ownership.

The entity's brand, name, logo and content remain the entity's. It authorises us to display them on the platform and on its public pages.

Suggestions and complaints you send may be used by us to improve the service, with no obligation to pay or credit you, and without involving personal data of people served.

11. Availability and maintenance

We do what is reasonable to keep the platform up and backed up. **Without a service level agreement (SLA) written into a contract, the service is provided "as is" and "as available"**: there is scheduled maintenance, there is unplanned downtime and there are third-party channel failures.

We may **change, add or remove features**. If a change removes something essential to the subscribed plan, we will give reasonable notice and the entity may cancel without penalty.

A filing deadline does not wait for a system. Don't leave it to the last day, **export and keep** important documents and the receipt for what has already been filed.

12. Disclaimer of warranties

To the fullest extent permitted by law, **we do not warrant** that the platform will:

- work without interruption or error;
- meet a specific need of the entity or the requirements of a particular authority, council, call for proposals or funder;
- produce a report, calculation or document accepted by a third party;
- be compatible with every device, browser or connection.

The accuracy of reports **depends on the accuracy of what was entered**.

13. Limitation of liability

To the fullest extent permitted by law:

- **we are not liable for lost profits, loss of opportunity, indirect damage, loss of a partnership, glosas, repayment of funds, fines, administrative sanctions, loss of certification, loss of donations or a decision taken from an incorrect entry;**
- we are not liable for acts or omissions of the entity, its team, a donor, a public body or a third-party service (section 7);
- we are not liable for lost data the entity should have exported or kept under its own legal obligation;
- **UmCanto's total liability, in aggregate and in any event, is limited to the amount actually paid by the entity to UmCanto in the 12 months before the event** giving rise to the claim.

Nothing in these Terms excludes or limits liability that the law does not allow to be excluded or limited, including consumer rights guaranteed by the Brazilian Consumer Protection Code (CDC), or liability for wilful misconduct.

14. Indemnification

The entity and you undertake to **indemnify and defend UmCanto** against claims, lawsuits, fines and costs (including reasonable attorneys' fees) by third parties (data subjects, donors, public bodies, authorities) arising from:

- data entered without a legal basis or authorisation;
- breach of these Terms or of the law;
- use of the donation page, receipts or campaigns;
- accountability filings, reports or documents delivered to third parties;
- content that infringes anyone's rights.

We will give notice of the claim and cooperate reasonably.

15. Suspension and termination

By the entity: it may terminate whenever it likes, on the platform when the option exists or at sac@umcanto.org. Termination takes effect at the end of the cycle already paid, subject to the withdrawal right in section 9.

By us: we may suspend or terminate for serious breach of these Terms, non-payment, unlawful use, an authority's order or a security risk, **with notice and a period to remedy where that is reasonable**. If we decide to discontinue the service as a whole, we will give at least 90 days' notice.

Your data after the end. The entity has **90 days** from termination to export what it entered, in the formats available on the platform or in a file we provide on request. After that we delete or anonymise, on the entity's request, what we are not required to keep; what the law requires us to retain (art. 16 LGPD) stays for its own term. Sign-in accounts may be closed on request, as described in the Privacy Policy.

Sections that by their nature must survive (data, intellectual property, limitation of liability, indemnification, law and venue) survive termination.

16. Changes to these Terms

We may change these Terms. The date at the top shows the version in force. **A material change is announced on the platform or by email at least 30 days in advance.** Continuing to use the platform afterwards is accepting the new version. If you don't accept it, terminate before the change takes effect, without penalty. Changes required by law or for security may take effect immediately.

17. General provisions

- **Force majeure.** Neither party is liable for delay or failure caused by events beyond its reasonable control: large-scale power or network outages, cloud provider failure, natural disaster, strike, act of authority, large-scale cyberattack (Brazilian Civil Code, art. 393).
- **Assignment.** The entity may not assign these Terms without our written agreement. We may assign them in a corporate transaction or to a company in the same group, keeping our obligations to the entity.
- **Severability.** If a clause is held invalid, the rest remain in force, and the invalid one is replaced by the valid clause closest to the original intent.
- **No waiver.** Failing to enforce a right is not waiving it.
- **Entire agreement.** These Terms, the Privacy Policy and, if any, the signed proposal or contract are the entire agreement on the subject.
- **Notices.** Notices to you go to the account's email or appear on the platform. Notices to us go to sac@umcanto.org. The entity must keep a valid contact email.
- **Relationship of the parties.** Nothing here creates a partnership, agency, representation or employment relationship between UmCanto and the entity.

18. Governing law and venue

Brazilian law applies. Where the relationship is a consumer one, the venue is the **consumer's domicile**. In all other cases, the courts of the district of **Monte Santo de Minas/MG**, Fireho's seat are elected, waiving any other, however privileged. Before going to court, the parties will try to settle the matter in good faith, in writing.

19. Contact

sac@umcanto.org: support, sales, security and any question about these Terms.