

Lumez Terms of Service

Terms for access to Lumez, use of connected services and the responsibilities of the provider and customer, including cancellation, withdrawal and refund rights and more favorable mandatory local protections.

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Responsible provider

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Official domain: <https://lumez.digital-directive.com>

Privacy and support: arthurgfcardozo@gmail.com

Initial market: South America

Infrastructure: AWS, Google Cloud, Vercel and infrastructure operated by Digital Directive

Digital Directive is the trade name declared by the owner. Lumez is the product covered by these documents; other products are not automatically included.

1. Service and contractual scope

Lumez is a product offered at lumez.digital-directive.com by the provider identified in this document under the trade name Digital Directive. It supports the organization of contacts, conversations and related customer service activities. Its initial markets are in South America. Available functions depend on the service actually contracted and enabled.

The applicable offer or service order identifies the customer, included functions, commercial conditions and document versions. Contract formation requires valid acceptance; merely reading these terms does not authorize a payment. These terms concern Lumez and do not automatically extend to other Digital Directive products available under digital-directive.com.

2. Accounts and authority to act

A person creating or administering an account for a company or professional must have authority to act on their behalf. The customer must provide accurate registration information, keep authorized users and permissions current, and inform the provider of a relevant loss of authority or suspected account compromise.

Each party is responsible for security within its control. The customer must protect credentials, avoid sharing individual access and manage departing users. The provider remains responsible for its own access controls and obligations. Registration alone does not prove that every act performed through an account was authorized by its holder.

3. Permission to use Lumez

Once a contract is validly concluded, the provider grants the customer a limited, non-exclusive right to access and use the contracted functions for its authorized activities during the agreed service period. Access by employees or other authorized users remains subject to the contracted scope.

This permission does not transfer ownership of the software or authorize resale, sublicensing or access outside the agreed scope. Restrictions on copying, modification or reverse engineering apply only to the extent permitted by law and do not remove mandatory rights or permissions attached to third-party or open-source components.

4. Acceptable use

The customer and its users must use Lumez lawfully and respect the rights, security and communication choices of other people. Neither party may use the service to circumvent applicable restrictions.

- Do not send unlawful, fraudulent, abusive or unsolicited communications, impersonate others or ignore valid objections to contact.
- Do not upload malicious code, attempt unauthorized access, disrupt the service or extract data without authorization.
- Do not bypass access restrictions, platform restrictions or applicable messaging rules, or use another person's credentials without authority.
- Do not submit data or content that you are not entitled to process or use the service for activities prohibited by applicable law.

5. WhatsApp and other integrations

Connections to WhatsApp, Meta or another service require the relevant account, authorization and compliance with that service's applicable terms. The customer is responsible for the legitimacy of its contact lists, required notices and permissions, message content and respect for recipients' choices. The provider remains responsible for the operation and conduct within its own control.

Third-party approval, message delivery, account eligibility and continued availability are not guaranteed by Lumez. A restriction or change imposed by a third party may affect an integration. Third-party charges and contracting relationships must be disclosed in the applicable offer; these terms do not create an unspecified authorization to charge them.

6. Customer content, automation and AI

The customer retains its rights in the data and content it provides and authorizes only the operations necessary to deliver the agreed service under lawful instructions. The customer must determine appropriate purposes and legal grounds for its operations and review recipients and destinations configured in automations. The provider's own processing purposes are described separately in the Privacy Notice.

Any production AI feature requires disclosure of its actual function, provider, data use and relevant conditions before activation. A simulated feature is not evidence of processing by an external AI provider. Where suggestions or generated content are available, the customer must review their suitability before use. These terms do not authorize training a general-purpose model on customer conversations or autonomous decisions with legal or similarly significant effects.

7. Offers, charges and commercial conditions

The applicable offer or service order must state price, currency, taxes or their treatment, included usage, payment method and service period. Support and any availability commitments must be defined expressly. Each offer must preserve the customer protections below and any more favorable mandatory rights under applicable local law.

The service has no minimum commitment or cancellation penalty. Additional charges and paid renewals require express customer authorization. Cancellation may be requested at any time, stops future billing and must be acknowledged. When an action cannot be completed through the controls available in the system, the provider must arrange assisted processing through the contact channels identified in these terms, respecting applicable rights and deadlines.

- For the first contract, the customer may withdraw within 30 calendar days of its conclusion and receive a full refund. Use of the service does not by itself remove this right. More favorable mandatory rights under applicable local law remain available.
- On cancellation, the customer may choose continued access until the end of the period already paid for, with no subsequent charge, or immediate termination with a proportional refund for the unused time. This choice does not limit the full refund during the initial withdrawal period or another more favorable applicable right.
- A price increase may apply only to a future service period, after at least 30 days of prior notice and with the right to cancel without penalty before it takes effect. It cannot alter the price of a period already paid for or authorize a new charge without the required consent.
- If the provider interrupts the service without fault by the customer, the customer is entitled to a proportional refund for the paid period left unused. This remedy does not exclude additional rights or compensation available under applicable law.

8. Intellectual property

Rights in Lumez software, interfaces and materials remain with their respective owners. Use of the service does not grant ownership of names, logos or other protected elements. The customer's data and content do not become the provider's property because they are stored or processed through Lumez.

Each party must have the rights necessary for the materials it supplies. Permission to process customer content is limited to the contracted purposes and applicable data protection instructions. Use of a customer's name, logo or communications in publicity requires a separate valid authorization.

9. Confidentiality

Each party must protect non-public business, technical and operational information received from the other, use it only for the contractual relationship, and limit access to people who need it and are bound by appropriate confidentiality duties. These duties continue for as long as the information remains confidential.

Confidentiality does not prevent disclosure of information lawfully obtained without restriction, independently developed or already public without breach. A legally required disclosure must be limited to what is required and, where lawful, notified to the other party. These provisions do not restrict protected complaints, reports to authorities or a person's exercise of legal rights.

10. Operation, changes and support

The provider must deliver the contracted service with reasonable care and address faults within its control in accordance with the contract and applicable law. The service may require maintenance. These terms set no availability percentage, support response time or recovery commitment; any such commitment must be expressly agreed and operationally supported, without delaying mandatory remedies or deadlines.

Material changes affecting contracted functions must be communicated through an agreed operational channel, with the notice and options required by law and the contract. Changes must not silently remove paid commitments. Emergency security measures may require immediate action, followed by appropriate information when disclosure is safe and lawful.

11. Proportionate suspension

Access may be restricted to address a substantiated security risk, unlawful use, a legal requirement or a material contractual breach. Any restriction must be proportionate to the issue and, where practicable, limited to affected functions or users. The customer must be informed of the reason and available corrective steps unless notice is prohibited or would undermine urgent protective action.

The parties must consider correction and restoration when the reason for the restriction has been resolved. Suspension does not automatically authorize deletion of customer data, cancel accrued rights or excuse the provider's own failures. Restrictions related to non-payment depend on validly agreed payment terms and applicable law.

12. Ending the service and handling data

The customer may end the service under the cancellation and withdrawal rights set out above, without a minimum commitment or cancellation penalty. Any termination by the provider must have a lawful contractual basis and respect notice, data transition and applicable refund rights. Ending access must not silently generate a renewal or a new charge.

Before termination, the parties must arrange the return or deletion of data according to the applicable DPA and legal duties. Existing export and deletion functions cover defined categories and may require complementary assistance; deleting a workspace is not the same as deleting an identity used in other workspaces. Required retention and the treatment of backups must be explained, without promising immediate erasure of every copy.

13. Responsibility and remedies

Each party is responsible for its acts, omissions and obligations under applicable law, taking account of causation, its actual role and the circumstances of the loss. The customer must review its configurations and communications; this responsibility does not remove the provider's duty to deliver the agreed service or respond to faults within its control.

These terms set no monetary liability cap and contain no general exclusion of liability for service failure, personal data incidents, intentional misconduct or rights that cannot lawfully be limited. Third-party dependencies do not automatically release a party from its own obligations. Any later allocation of risk must be explicit, proportionate and consistent with mandatory remedies and consumer protections where applicable.

14. Applicable law, disputes and updates

Privacy and support contact: arthurgcardozo@gmail.com. Questions and requests may be submitted through the relevant controls available in Lumez or by correspondence addressed to Digital Directive - Privacidade/Lumez, 10A RUA DOUTOR MONTEIRO, 864, CASA, CENTRO, ARROIO GRANDE/RS, CEP 96330-000, Brasil. This does not limit access to courts, supervisory authorities or other remedies. Applicable law and competent authorities are determined under the relevant legal rules; these terms do not select an exclusive forum, impose arbitration or waive mandatory consumer protections.

These terms and later revisions must be identified by version and communicated through a verifiable process. A new version does not retroactively prove acceptance or silently amend an existing contract. Changes requiring agreement must be accepted validly; mandatory law and duly incorporated data protection instruments prevail where required. Language versions must have equivalent meaning, without using a language-precedence clause to reduce mandatory rights.