Acceptable Use Policy 2024

Legal

Acceptable Use Policy

Initial considerations

This policy is an integral part of the Moloni Terms of Service and aims to detail a set of supplementary conditions that govern the use of Moloni by customers using the platform. These conditions are established to optimize the provision of the service to all users. These conditions are necessary for the best and safest use of the service, for business continuity, and to provide the service in a safe and fair manner to all users.

1 - Objectives

The terms established herein primarily aim to prevent system congestion and related failures, thereby promoting compliance with fiscal regulations by all users.

Additionally, the objectives of this policy include mitigating the abusive use of the platform, promoting compliance with regulations related to the issuance of fiscal documents, and others concerning privacy, with a special focus on the protection of personal data and other confidential information.

Lastly, this policy aims to promote responsibility and transparency in all aspects related to the use of the billing platform and to balance the operational needs of Moloni with the usage expectations of customers, ensuring balanced and equitable access to the platform's capabilities.

2 - Product specificities

Moloni operates as a billing platform, facilitating the issuance of fiscal documents, conference documents, and other management support documentation. These documents are used as official records of the commercial management operations of the economic entities that issue them.

The provision of billing as an online service presumes the structuring of delivery in a global manner to all customers, not only based on the data already collected on the platform but also on the capacity provided to all users for entering new data and performing activities on the progressively entered data.

In parallel, as an accessory to the results enumerated in the previous paragraph, a set of functionalities is also included that streamline tasks, both internal and external to Moloni as a service provider, allowing Moloni customers to integrate accessory procedures with billing procedures. In the execution of these tasks, proprietary integrations of third-party entities may be used, which may be subject to their own commercial offers and other acceptable use policies promoted by the service-providing entities in question. In this scenario, the Moloni customer is responsible for accepting and complying with the acceptable use policies of those entities.

3 - Service provision limitations

3.1 - Within the presented framework, a set of limitations must be observed by all users to preserve the quality and availability of the Moloni service for everyone.

- ✔ Document issuance: 20,000/month;
- ✔ API requests: 10/s, or 200/min.

Note: The presented limits are accounted for each predefined period.

3.2 - The following variables may also be subject to analysis for excessive use, with their respective limits indicated:

- ✔ number of categories - 5,000;
- ✔ number of products - 75,000;
- ✔ number of customers - 75,000;
- ✔ number of suppliers - 75,000;
- ✔ number of sellers - 5,000;
- ✔ POS terminals (points of sale) - 2,500;
- ✔ document limit per type and series - 75,000;
- ✔ Line limit per document - 200.

Note: The limits presented apply from the implementation date of the AUP. Excess values must be settled monthly.

3.3 - Other unspecified circumstances that may compromise the proper functioning of the platform and the provision of the service to the existing customer base will also be taken into account.

4 - Data Protection

The protection of data in general, and personal data in particular, is a constant priority for Moloni. The possible application of the principles and limitations outlined in this policy in no way reduces the responsibilities regarding data protection for all parties involved, as described in the Terms of Use, which establish the conditions for using the platform, as well as in other related documents, such as the data protection agreements applicable to Moloni customers - Data Controllers, and Moloni suppliers - subsequent subcontractors.

5 - Monitoring and Access

In addition to the conditions inherently necessary to provide support in the configuration and execution of the invoicing process for users through various channels, as well as efforts to maintain security, Moloni adds to the purposes of Monitoring and Access to user accounts the need to control the variables outlined in this AUP. Also remaining valid in this new purpose is the commitment that access will be carried out by duly identified and authorized Moloni employees, with a written confidentiality agreement.

6 - Compliance with legal requirements and other applicable regulations

This policy reiterates the need to comply with the legal requirements inherent to each business activity, and the application of the restrictions in this policy should in no way be interpreted as diminishing this requirement. As established in the terms of use and related documents, Moloni subscribers remain bound to comply with legal obligations, such as intellectual property laws, privacy regulations, and to cooperate with the relevant authorities, as long as they are duly authorized.

Final considerations

If any of the outlined situations or other justifiable circumstances arise, direct communication will be made to the identified customers with instructions on the measures to be taken to bring platform usage back to levels deemed acceptable by Moloni. If Moloni is unable to contact the customer or if the customer fails to comply with the provided instructions, the Moloni account will be suspended or canceled without further notice. A case-by-case analysis will be conducted to determine if the customer is entitled to a refund, and if so, whether it is total or partial of the amounts paid.

If the usage imbalances occur in relation to a specific Moloni functionality, access to these functionalities may be restricted until a solution is found or until the behavior causing the imbalance is discontinued.

When applicable, compensation values for actions exceeding the defined limits will be considered. For each action/unit recorded above the limits, a charge of €0.01, plus VAT at the legal rate in effect, will be applied. This fee serves the dual purpose of deterring abusive use and compensating for additional resources allocated for monitoring and provisioning necessary to address the verified need.

The fees will be applied in cases of abusive use of Moloni platform functionalities, and under no circumstances do they allow for the use or payment for illegal or unauthorized practices (phishing, SPAM, or other similar practices).

Failure to pay the aforementioned fees within the deadlines established by the billing document will place the Moloni account in read-only mode.