

## GENERAL TERMS AND CONDITIONS WORLDLINE BRASIL

This document ("Terms and Conditions") sets forth the general conditions of use of the services provided by **WORLDLINE BRAZIL SERVIÇOS LTDA.** ("Worldline Brasil"), a limited liability company, headquartered in the City of São Paulo, State of São Paulo, at Avenida das Nações Unidas, nº 12.551, 19 andar, CEP: 04578-903, registered with CNPJ/ME under No. 19.225.560/0001-72, in the capacity of a payment and international transfer service provider – "eFX", to be exercised in favor of the "User", an individual or legal entity that uses the services provided herein. The defined terms used herein have their meaning in Annex 1 hereto.

**The User expressly declares that they have had prior and timely access to this Terms and Conditions and that they fully agree with the rules herein established and applicable to the e-Fx Services.**

By accepting this Terms and Conditions, the User is unequivocally aware that Worldline Brasil is a company that carries out intermediation activities in the collection and receipt of payments for purchases of goods and services offered by international websites ("Merchants"), as well as sending the funds resulting from such payments to recipients in their countries of origin, by means of international remittances made by a partner institution duly authorized to operate in the foreign exchange market, in strict compliance with the provisions of BCB Resolution No. 277, of December 31, 2022 ("e-Fx Services").

For the performance of the e-Fx Services, Worldline Brasil operates in partnership with the institution **BEXS BANCO DE CÂMBIO S.A.**, registered with CNPJ/MF under No. 13.059.145/0001-00, an entity duly regulated by the Central Bank for the provision of foreign exchange and international remittance services ("Exchange Partner").

In order to enable the provision of the e-Fx Services, the User hereby appoints Worldline Brasil its attorney in fact with special powers to, in its name and on its behalf (i) receive payments in Reais made by Users; (ii) carry out exchange operation to convert such funds into Foreign Currency and (iii) remit the corresponding funds for the benefit of the Merchants abroad, and Worldline Brasil may subgrant in whole or in part the powers granted herein. By confirming the acceptance of this Terms and Conditions, the User authorizes Worldline Brasil to act under the terms of this paragraph on his/her behalf to comply with the purposes of the contracted services.

**Worldline Brasil does not have any relationship with the products and /or services offered on the Merchants' websites. Worldline Brasil's role is exclusively to serve as a means of payment in order to ensure that the funds in Reais collected are effectively delivered to the Merchant.**

The User hereby authorizes Worldline Brasil to collect, process, and share their registration, financial and personal data with companies of its economic group, with the Exchange Partner, as well as with financial institutions, Accreditors, and service providers in general, belonging or not to the Worldline Brasil group, to provide the services contracted herein.

**The liability for the payment of the IOF is exclusive of the User, and no refund for such amounts shall be made by Worldline Brasil or by the Exchange Partner.**

**Adhesion to this Terms and Conditions occurs automatically in the act of making the payment in Reais within the scope of the payment platform made available by Worldline Brasil, companies of its economic group, and/or partners.**

The intermediation activities in the collection and receipt of payments for purchases of goods and services offered by international websites (Merchants) may also be performed by the Worldline Brasil's trusted partner, EBANX. In such situations, the general terms and conditions of EBANX, available on <https://www.ebanx.com/pt-br/legal/>, shall prevail.

## **1. PURPOSE OF THE PROVISION OF SERVICES – INTERNATIONAL PAYMENTS**

1.1. Worldline Brasil shall provide intermediation services in the collection and receipt of payments for purchases of goods and services offered by international websites, as well as in the sending of funds arising from such payments to recipients in their countries of origin, being remunerated for such services directly by the Merchant, as provided hereinbelow:

1.1.1. Once registered on the Merchant's website and registered and approved by Worldline Brasil and/or the other companies of its economic group, the User may choose the means of local payments made available by Worldline Brasil on its platform.

1.1.2. When making a purchase, the User holds full responsibility for the correct indication of the information that will be processed by the means of payment offered by Worldline Brasil, exempting Worldline Brasil from any responsibilities in case of data entry error and/or regret in choosing the chosen payment method.

1.1.3. The User declares to be aware and agrees that they can only inform true data that is consistent with the reality of the facts, exempting Worldline Brasil and the other companies of its economic group fully and unlimitedly from any allegation of falsehood, and the User remains liable for any civil and criminal sanctions that may be applied.

1.2. The contracting of the Exchange Partner for the conversion of the amounts paid in Reais by the User and the remittance of the respective funds abroad are subject to the receipt, by Worldline Brasil, of the entire amount to be paid by the Accreditor or payment method operator, according to the payment method chosen by the User.

1.3. The User declares to be aware that the services provided by Worldline Brasil may include recurring payments or subscription payment services, for which the User shall be charged continuously within the periodicity contracted on the Merchants' websites, according to integration with the payment processing interfaces of Worldline Brasil and/or other companies of its economic group. If the User uses the services of recurring payments or subscription payments, their acceptance shall not be necessary in this Terms and Conditions for each of the charges, and the acceptance of the User at the time of the first recurring charge or subscription payments shall be valid for the entire contracted period.

## **2. LIABILITIES OF PARTIES**

2.1. Prior to making the purchase, the User declares that they were aware of the product information, as well as the commercial conditions offered at the time of purchase, exempting Worldline Brasil and the other companies of its economic group from any liability with respect to the business carried out.

2.2. Merchants may be headquartered in several countries, with specific and different regulations. It is the sole liability of the User to analyse the legal and financial implications with regard to the import of goods and services offered by the Merchants.

2.3. The use of the e-Fx Services is **expressly forbidden** for the acquisition of products and/or services: (i) deemed illicit, prohibited and/or controlled, under the terms of Brazilian legislation; (ii) that imply a violation of the system of the Federal Revenue Service of Brazil, the National Health Surveillance Agency, Central Bank (Bacen) rules and customs rules; (iii) items that promote intolerance to minorities of any nature; (iv) items that infringe or violate any copyright, trademark, right of publicity or privacy; (v) considered as product of crimes of any nature, including money laundering, financing of terrorism and corruption, among other related crimes, even indirectly; (vi) products with a high probability of being fraudulent (price incompatible with market average prices or with irregular specification) or that do not represent a legal business and have the intent to commit fraud; or (vii) in any way that may adversely affect Worldline Brasil, other companies of its economic group, its partners or other third parties.

2.4. The User shall use the e-Fx Services solely for lawful purposes, being expressly prohibited the use to receive or transmit material that is obscene, offensive, defamatory, in breach of privacy or in violation of any intellectual property rights.

2.5. The User is solely liable for the purchase of any of the items listed hereinabove. The possible retention of such products by regulatory agencies or other bodies that are part of the Direct, Indirect Public Administration or Government Agency, is not and may not be considered under any circumstances the liability of Worldline Brasil.

2.6. If the e-Fx Services are used by a minor under sixteen (16) years old, the minor informs that he/she has the express authorization of the legal guardian so that he/she may make purchases on their behalf and in their name at the Merchants, provided that the applicable legal restrictions and age limits for the acquisition of certain products are observed. The legal guardian assumes full responsibility for the payment of the products and services purchased by the minor, as well as for any damages that may be caused to third parties as a result of making the purchases.

**2.7. Worldline Brasil does not have any relationship with the products and /or services offered on the Merchants' websites. Worldline Brasil's role is exclusively to serve as a means of payment in order to ensure that the funds in Reais collected by it are effectively delivered to Merchant.**

**2.8. Worldline Brasil shall not be liable, under any circumstances, for any losses, damages, defects, and/or failures, arising from the transaction between User and Merchant, including, but not limited to, those caused by the following scenarios:**

- a) Payments made to unwanted destinations or payments in incorrect amounts due to the entry of incorrect information by the User;**
- b) Errors or omissions in the content offered by the Merchant;**
- c) Misuse of the content offered by the Merchant;**

- d) Inability for anyone to access the Merchant website;**
- e) Delays, losses, errors, or omissions resulting from the failure of telecommunication or any other data transmission system and the failure of the computer system central or any part thereof or the Merchant website;**
- f) Any results arising from acts of government or authority, or any acts of force majeure;**
- g) Defects and failures of products and services; and**
- h) Damages occurred during shipping.**

2.9. Worldline Brasil, under no circumstances, shall be liable for non-payment to Merchants due to facts not accountable to it, including, but not limited to (i) legislation applicable in the country of destination of the resources, which may suspend, delay or prevent the settlement of the resources; (ii) impossibility of locating the Merchant, according to the information provided by it; (iii) errors in the transaction data; or (iv) refusal of the Exchange Partner, for any reason, to carry out the exchange operation.

### **3. EXCHANGE OPERATIONS**

3.1. The User acknowledges that the total value of the purchase shall include the value of the conversion rate between Reais and foreign currency on the payment date, subject to the exchange variation of the conversion rate, higher or lower. The User is fully aware that the conversion rates practiced in accordance with this Terms and Conditions may vary according to the Brazilian foreign exchange market.

3.2. The Exchange Partner is solely liable for the price of the Foreign Currency practiced by it, as well as the fees for the services it provides.

3.3. The payment confirmation characterizes the express accordance of the User with all the information and amounts made available on the Merchant's checkout page.

3.4. The services provided by Worldline Brasil are subject to limits and conditions imposed by applicable regulations, rules and internal rules, as amended from time to time.

3.5. Worldline Brasil is not liable for any failures, interruptions and/or suspensions of the services offered by the Exchange Partner, which may result in resources not being remitted to Merchant, not guaranteeing the maintenance of its systems uninterruptedly, without moments of unavailability or slowness (including for maintenance, scheduled or not) and in an error-free manner.

3.6. Worldline Brasil may refrain from remitting the amounts to Merchant, without any obligation to indemnify the User when: (i) duplicity of transactions is found; (ii) the User provides incomplete or incorrect information; (iii) the Exchange Partner or any third parties (including national and foreign public bodies), for any reason, prevent the

remittance from occurring; (iv) there is evidence of fraud or suspicion of wrongful act; (v) in the other cases provided for herein and in the applicable legislation.

#### **4. CANCELLATION, WITHDRAWAL, CONTESTATION AND CANCELLATION OF PURCHASE POLICIES**

4.1. The User is responsible for inquiring the Merchant about the possibilities and ways of returning the goods or cancelling the service in case of defect or failure.

4.2. In the event of a refund request by the User, the amounts related to taxes on financial transactions (IOF) levied on the remittance of amounts to the Merchant to be returned shall not be refunded to the User.

4.3. **The User must make the refund request directly to the Merchant**, within the due legal term pursuant to the terms of the applicable legislation in effect, as indicated below:

- a) Right to Reconsider Rule: up to seven (7) days from the effective purchase or delivery of the product;
- b) Defect of the Product or Service: up to thirty (30) days after receiving the product or the service provision.

4.3.1. When the legal requirements are met and **upon the Merchant's express approval**, Worldline Brasil will make the refund transaction.

4.3.2. Expired the deadlines stated in the head provision, Worldline Brasil reserves the right to only make the returns it deems necessary, at its sole discretion, dismissing any liability or right to indemnity in favour of the User due to the non-refund. Failure to exercise within the aforementioned deadlines shall imply that the User acknowledges and accepts the accuracy of the purchase made.

4.4. Any complaints, cancellations, disputes or queries regarding the products and/or services purchased shall be settled by the User directly with the Merchant, in accordance with the rules and procedures established by the latter.

4.5. The User is aware that, in case of refund, such transaction shall observe the quotation of the Foreign Currency on the day of refund, and Worldline Brasil is not liable for any underpayment that the User may receive due to the exchange variation.

#### **5. COLLECTION AND SHARING OF PERSONAL DATA**

5.1. The User declares that the Personal Data provided to the Merchant is true, accurate and complete, being civilly and criminally liable for the veracity of the Personal Data provided, including to third parties. The User further declares that their taxpayer number CPF or CNPJ is valid and able to carry out an exchange operation, being aware that any inaccuracies or untruths shall subject them to the applicable criminal and civil sanctions, in accordance with Brazilian law.

5.2. Whenever necessary, Worldline Brasil, including by request of the Exchange Partner, may request that the User provide additional information.

5.3. Worldline Brasil may, at any time and even after the execution of the remittance of amounts abroad, request copies of documents to verify the veracity of the Personal Data provided by the User.

5.4. The User, by adhering to this Terms and Conditions, authorizes the Merchant, Worldline Brasil, and the other companies of its economic group to share their Personal and payment Information with each other and with (i) the Exchange Partner, (ii) the Accrerator, (iii) the Central Bank and (iv) any third party directly or indirectly related to the remittance of funds purpose hereof.

5.5. The user authorizes Worldline Brasil and its affiliated companies to share their personal information with the credit bureau ACI WORLDWIDE LIMITED for the purpose of monitoring the status of their registration in CPF or CNPJ. The user's personal information will be processed in accordance with applicable legislation and in accordance with the ACI WORLDWIDE LIMITED Privacy Policy, which can be accessed through the link <https://www.aciworldwide.com/privacy-policy>.

## **6. USE OF PERSONAL DATA**

6.1. Worldline Brasil may use the User's Personal Data for the purposes set forth in this Terms and Conditions and in order to identify and avoid possible attempts of criminal practices, as well as to prevent any fraud that may be identified. Any other sharing of User Personal Data shall only be done within the limits provided by law and other regulations applied to the service offered.

6.2. Worldline Brasil shall use the User's Personal Data to assess financial risks, prevent the occurrence of the crime of money laundering, fraud and reporting, pursuant to the provisions of the applicable rules, and may, if applicable, block or even delete the User's registration, preventively or definitively. Worldline Brasil reserves the right to refuse any transfers of amounts made by the User when it understands that such transfers are not in accordance with its standards of operation and risk policy.

6.3. The User authorizes Worldline Brasil to maintain the Personal Data collected during the service provision for the purpose of adapting to the applicable current legislation and improving the services.

6.4. The information regarding the Personal Data Processing of Users can be fully consulted through the link [--].

## 7. LEVIED TAXES

7.1. The remittance of funds to the Merchant characterizes an exchange transaction, so that the Tax on Foreign Exchange Financial Transactions (“IOF”) is levied on it.

**7.2 The liability for the payment of the IOF is exclusive of the User, and there is no refund for such amounts by Worldline Brasil or the Exchange Partner.**

7.3. The payment of the IOF occurs automatically when the exchange operation is carried out, making up, therefore, part of the price to be paid to Worldline Brasil for the e-Fx Services.

7.4. The other taxes that may be levied on the operation, as well as the accessory obligations and instrumental tasks required by the authorities that are part of the direct and indirect Public Administration are the sole liability of the User, being prohibited to hold the Exchange Partner or Worldline Brasil liable for the taxes that the User, due to ignorance or any other reason, is obliged to collect to such authorities as a result of the operation carried out with the Merchant.

## 8. CONSUMER SERVICE CHANNELS

8.1. Consumer service referring to the e-Fx Services can be carried out through the e-mail address [dl-fullservice-brazil@worldline.com](mailto:dl-fullservice-brazil@worldline.com).

8.2. The received demands shall be addressed by Worldline Brasil respecting the period of 7 days from the registration of the communication by the user.

8.3. Worldline Brasil may, at its sole discretion, communicate with or send notifications to the User via email, telephone or mail.

## 9. GENERAL PROVISIONS

9.1. This Terms and Conditions shall be effective until the completion of the remittance(s) of funds to the Merchant.

9.2. Whenever necessary, Worldline Brasil may restrict services and/or add additional security measures for the adhesion to the services.

9.3. The User may terminate this Terms and Conditions at any time through one of our communication channels.

9.4. Worldline Brasil may change any conditions of this Terms and Conditions at any time. If the User does not agree with the changes made by Worldline Brasil, they may immediately request the termination of this Terms and Conditions.

9.5. Worldline Brasil and/or the other companies of its economic group will not be considered in arrears or in default with any of their liabilities provided for in this Terms and Conditions if the reason for its non-compliance arises from acts of God or force majeure.

9.6. Worldline Brasil and/or the other companies of its economic group may assign any of its rights and obligations provided for in this Terms and Conditions to any person, individual or legal entity, regardless of notice or notification to the User, provided that the assignee will continue to comply with all obligations assumed by Worldline Brasil and other companies of its economic group in this Terms and Conditions.

9.7. The User acknowledges that Worldline Brasil owns all intellectual property used to provide the services contracted herein, in any material created or made available by Worldline Brasil. Such intellectual property encompasses, but is not limited to, the following: (a) trademarks, corporate names, service names, slogans, trade dress, logos, internet domain name and other distinctive signs, as well as all related applications, registrations, extensions and renewals; (b) patents, patent applications and all related renewals, utility models, utility model applications, certificates of addition, applications for certificates of addition, related extensions and renewals and inventions registrations; (c) industrial design registrations and applications for industrial design registrations, related extensions and renewals; (d) copyrights, computer programs, layouts, presentation types, color combinations, source codes and registrations and related registration applications; and (e) industrial secrets and know-how.

9.8. The User declares to be aware and agrees that, regardless of where they are using the services arising from this Terms and Conditions, the relationship between the Parties shall always be governed by the Brazilian law.

9.9. The Parties choose the Jurisdiction of the City of São Paulo State of SP as the sole competent venue to resolve the issues arising from this Terms and Conditions, with express waiver of any other, however privileged it may be.

#### **APPENDIX I DEFINED TERMS OF THE GENERAL TERMS AND CONDITIONS WORLDLINE BRASIL**

**Accreditor:** Payment service provider contracted by Worldline Brasil to capture and route transactions in Brazil.

**Personal Data:** Individual data owned by the User capable of identifying and individualizing them.

**IOF:** Tax on Financial Exchange Operations.

**Merchant:** Retailer located outside Brazil that, via website, makes available to Brazilian users the sale of products and/or services for consumption.



**Foreign Currency:** Currency in the country of Merchant's headquarters (recipient of funds).

**Exchange Partner:** Institution duly authorized by the Central Bank to operate foreign exchange operations.

**Parties:** User and Worldline Brasil, collectively.

**E-Fx Services:** Services provided by Worldline Brasil under this Terms and Conditions that comprise the collection, exchange operation and remittance abroad of the User's resources.

**Terms and Conditions:** This adhesion contract to be made and entered into between Worldline Brasil and the users of its e-FX Services.

**User:** Individual or legal entity that will make use of international payment facilitation services.

**Worldline Brasil:** As defined in the preamble.