

## TERMS AND CONDITIONS

November 2023

This document is part of our service agreement. The User's consent binds them to obey the terms of both documents. We ask you not to accept these terms and conditions or make use of the Platform in case you do not agree with this document.

Likewise, access and/or use of the GLOBAL PAGAMENTOS LTDA's website necessarily implies without exception the knowledge, understanding, and acceptance, without reservation, of this document. Therefore, it is recommended that Users carefully read the terms and conditions, as well as the messages, instructions, or warnings that are communicated to them while browsing or using the Website (which includes any page or application hosted on our servers or components of our services).

For all purposes of this document, the **User** is understood to be any person or legal entity that registers and/or enters the website or uses the services of GLOBAL PAGAMENTOS LTDA.

Likewise, when using the services, the User acknowledges being freely and voluntarily entering into an agreement with GLOBAL PAGAMENTOS LTDA. in the terms detailed here. Therefore, the User declares: (i) to have the legal capacity to enter into a binding contract or to enter legal acts in their name and on their own behalf, (ii) to have read and accepted these terms and conditions, and (iii) to comply with any other applicable requirements.

### 1. GLOBAL PAGAMENTOS LTDA

Name	GLOBAL PAGAMENTOS LTDA
CNPJ	52.651.559/0001-85
Website	<a href="https://gl-pagamentos.com.br">https://gl-pagamentos.com.br</a>
Email	<a href="mailto:business@gl-pagamentos.com.br">business@gl-pagamentos.com.br</a>

### 2. The service

GLOBAL PAGAMENTOS LTDA. is a company that specializes in developing and integrating payment technological solutions adapted for businesses in any field, seeking to provide its clients with convenient payment acceptance and money remittance, optimizing the operation of their businesses, in the terms described in this document. Along these lines, it provides its **Clients** (companies operating online platforms or services, hereinafter, the "Clients") services of Payment Gateway and eFX provider. In legal terms, our service provision is described by the BCB Resolution No. 277/2022.

In this sense, it is established that GLOBAL PAGAMENTOS LTDA. provides services to its Clients as a Payment Gateway and an eFX service provider.

Therefore, there is no contractual or service relationship between GLOBAL PAGAMENTOS LTDA and the Clients' End Users, that will use GLOBAL PAGAMENTOS LTDA's technological platform offered on the Clients' website or applications.

Therefore, any claim regarding the use of the Client's platform or services, including the payment made through GLOBAL PAGAMENTOS LTDA's platform, must be made directly by the End User to the Client and not to GLOBAL PAGAMENTOS LTDA, due to the lack of relationship between the End User and GLOBAL PAGAMENTOS LTDA.

### **3. Uses of the GLOBAL PAGAMENTOS LTDA Website**

**3.1. Property rights:** GLOBAL PAGAMENTOS LTDA. is the owner of the website. Users are authorized to consult, review and use the material that is spread through it exclusively for their personal use. The content of this site (texts, graphics, images, logos, a combination of colors and styles, icons, software, products, services, brands, trade names and any element related to or that refers to the brand, its processes, and solutions that itself offers), is protected under copyright laws, industrial property laws, and other applicable laws, a fact that the User declares to recognize.

**3.2. Own use.** Users who accept these terms and conditions, acknowledge and declare freely under their own will to use the services of GLOBAL PAGAMENTOS LTDA. to satisfy their own needs, and will not acquire the services of GLOBAL PAGAMENTOS LTDA. for other uses or on behalf of a third party. They may only do so when the User proves that they are fully authorized to be bound by and/or represent said interested third party.

By using the website, Users acknowledge, accept, and agree that such use is exclusively for transactions of lawful origin and purpose. Users assume that the collection operations may be exposed to the public domain, depending on the platform on which it is published, as well as be subject to any requirement of the public authority, being the responsibility of each user not to expose information that could violate national or international laws in force.

**3.3. Prohibited uses.** You will not be able to use the platform or services of GLOBAL PAGAMENTOS LTDA in any way that violates the law or in a way that affects the rights of third parties. In this sense, it is prohibited to carry out the following non-exhaustive list of activities:

3.3.1. Delete or edit any material on the platform without prior authorization, violating security measures or otherwise.

3.3.2. Use resources, bots, or softwares to interfere with the operation of the platform, or employ reverse engineering or other techniques or tools to access information on the platform, or proprietary information of GLOBAL PAGAMENTOS LTDA.

3.3.3. Make use of viruses, *malware*, *spyware*, or any other similar tool.

3.3.4. Modify or attempt to modify the website or take any action or use any means intended to alter its appearance or functions;

3.3.5. In general, including false, inaccurate, incomplete, or misleading information on the platform.

If the platform mentioned in this section is used, for purposes other than those for which it is established, the User must keep indemnified and free of any liability to GLOBAL PAGAMENTOS LTDA for damages and losses caused to other Users or third parties.

**3.4. Links to other websites.** The website may contain links to websites of third parties or persons, which are placed exclusively for your convenience. In this sense, the User acknowledges that GLOBAL PAGAMENTOS LTDA. is not the owner of said information and that it does not assume any responsibility for the content of third-party websites. Users who decide to access these links do so at their own risk and in accordance with the policies of each of these links, keeping GLOBAL PAGAMENTOS LTDA. harmless.

#### **4. Commissions, Payments and Taxes**

**4.1. Gateway Payments and International Remittance commissions.** The End User understands that the payments and recharges made to the Client's platform or services may be subject to commissions, expenses, or taxes, which will be charged directly to the chosen payment method. In this sense, the End User understands and freely accepts that the amount of the recharge or purchase may consider such deductions or surcharges, depending on the Client's policies and the agreements it may have with the End User. If you have authorized a function that allows GLOBAL PAGAMENTOS LTDA to make recurring charges, you agree that said charges will be made.

**4.2. Billing and Taxes.** The operations carried out by End Users on the platform will adhere to the following:

4.2.1. Unless the End User provides information that demonstrates otherwise, it will be assumed that they have tax residency in Brazilian territory; and, billings for services are subject to the tax information requested from and provided by the End User.

4.2.2. Each Party will assume the taxes and duties that are applicable according to Brazilian legislation on the matter.

**4.3. Way to pay:** It is the End User's obligation to keep their payment methods updated and current. If the End User is required to pay and it cannot be processed, due to expiration, insufficient funds, or any other reason, the End User will remain responsible for all the payable amounts.

#### **5. Service Guarantee**

GLOBAL PAGAMENTOS LTDA. will make reasonable efforts to offer a quality service, however, its services do not have any guarantee and are provided in accordance with the provisions of these terms and conditions, as well as other applicable documents. In this sense, Users accept and acknowledge that GLOBAL PAGAMENTOS LTDA's services are provided "as is", so there is no express or implied warranty regarding the provision of the service.

GLOBAL PAGAMENTOS LTDA. does not guarantee the absence of viruses or other elements in the platform introduced by third parties unrelated to GLOBAL PAGAMENTOS LTDA. that may cause alterations in the systems of the User or in the electronic documents and files stored in their systems. Consequently, GLOBAL PAGAMENTOS LTDA. shall in no case be liable for any damages of any kind that may arise from the presence of viruses or other elements that may cause alterations in the User's systems, electronic documents, or files.

## **6. Processing of Personal Data**

By subscribing to these terms and conditions, the User grants GLOBAL PAGAMENTOS LTDA. the authorization to process the personal data entered into the platform and those that may be provided or collected in the future, for the purposes and under the terms described in our Data Protection Policy.

## **7. Our responsibility**

Foreign exchange and international remittance operations are conducted by a licensed partner financial institution authorized by the Central Bank of Brazil.

GLOBAL PAGAMENTOS LTDA. is solely responsible for choosing the financial institution authorized by the Central Bank of Brazil to carry out foreign exchange and international remittance operations.

GLOBAL PAGAMENTOS LTDA. will not be responsible for any act, error, or omission of third parties or other Users, including, without limitation, any service or product advertised through the website, or the failure of any third party in relation to the services advertised or available through the platform.

When Users make payments through the payment system made available by GLOBAL PAGAMENTOS LTDA., they will be agreeing with this instrument and, consequently, agreeing with the exchange rates contracted by GLOBAL PAGAMENTOS LTDA. with the partner financial institution.

Likewise, GLOBAL PAGAMENTOS LTDA. will not be responsible, directly or indirectly, under any circumstances, not even jointly and severally, for the following, without the list being exhaustive but merely illustrative:

- i) For acts committed by other Users or by a third party using the User name, whatever the hypothesis by which said third party had access to said information;
- ii) For situations of fortuitous event or force majeure;
- iii) For damage caused by harmful programs to the platform, such as, but not limited to, viruses, trojans, malware, and ransomware;
- iv) Damage or losses resulting from the delay or inability to use the platform or the GLOBAL PAGAMENTOS LTDA's services, in accordance with the terms and conditions;
- v) Loss or inappropriate use of information sent through the GLOBAL PAGAMENTOS LTDA's platform;
- vi) Errors or delays in accessing the website by the User when entering their data or any inconvenience that may arise when these incidents are due to problems in the Internet network, and any other unforeseeable contingency beyond the good faith of GLOBAL PAGAMENTOS LTDA.;
- vii) The veracity, integrity, or updating of the information that is not of its own creation; and

viii) GLOBAL PAGAMENTOS LTDA will not be responsible for any damage or loss incurred by Users due to failure to comply with these terms and conditions.

In light of the above, Users declare that they will hold GLOBAL PAGAMENTOS LTDA. harmless against any claim against it, parent company, directors, partners, employees, lawyers, and agents arising from the breach by the Users of any provision contained in these terms and conditions or any law or regulation applicable to them or violation of third parties rights. For this reason, GLOBAL PAGAMENTOS LTDA. will only be responsible for damages that Users may suffer as a result of malicious or manifestly negligent action on the part of GLOBAL PAGAMENTOS LTDA. with respect to its website and the provision of its services.

Likewise, under no circumstances will GLOBAL PAGAMENTOS LTDA. be responsible to its Clients' End Users in terms of consumer protection. This considering that GLOBAL PAGAMENTOS LTDA. does not provide any service to End Users, but only to its business Clients. In that sense, any claim or complaint from the End User must be resolved between the End User and the business clients, keeping GLOBAL PAGAMENTOS LTDA. harmless.

## **8. Platform Failures**

GLOBAL PAGAMENTOS LTDA. shall not be held responsible for any damage, loss, or harm caused by any failures in the platform that may arise from server problems, service interruptions, or unavailability of the Internet. Similarly, GLOBAL PAGAMENTOS LTDA. shall not be liable for any viruses that may infect the Users' equipment resulting from accessing or using the platform or due to the transfer of any data, files, images, texts, or audio contained therein. The Users are prohibited from holding GLOBAL PAGAMENTOS LTDA. responsible or demanding payment for lost profits resulting from technical difficulties or failures in Internet systems. Additionally, GLOBAL PAGAMENTOS LTDA. does not guarantee continuous or uninterrupted access and use of the platform. The website of GLOBAL PAGAMENTOS LTDA. may become unavailable due to technical difficulties, Internet failures, or any other circumstance beyond the control of GLOBAL PAGAMENTOS LTDA. Therefore, the User agrees to hold GLOBAL PAGAMENTOS LTDA. harmless from any of the above-mentioned scenarios.

## **9. Hyperlinks to other websites and use of cookies**

Users give consent to GLOBAL PAGAMENTOS LTDA. to use cookies and similar technologies on the platform and in emails sent to them. The purpose of the cookies is to authenticate and record activities on the platform, improve its functionality, and provide better services to the users. However, users have the option to disable and delete cookies on their browsers. It is important to note that disabling the cookies may restrict access to certain features of the platform.

## **10. Intellectual property**

The GLOBAL PAGAMENTOS LTDA's platform and services, the solutions and designs, graphics, texts, images, source code and object code, usage model, and other content to which Users have access are the property of GLOBAL PAGAMENTOS LTDA. and are protected by intellectual and industrial property, as appropriate.

Likewise, distinctive signs, such as brands, trade names, logos, and all their components are the exclusive property of GLOBAL PAGAMENTOS LTDA., therefore Users do not have the right to use the brands without their authorization.

The User acknowledges that using the applications and software of the platform does not transfer any industrial property rights or copyright over the contents of GLOBAL PAGAMENTOS LTDA or the platform. Therefore, the granted use must be limited to fulfilling the services provided by GLOBAL PAGAMENTOS LTDA.

Users may not, under any circumstances, commercially exploit, directly or indirectly, in whole or in part, any of the content that makes up the website. Nor may they modify, copy, distribute, transmit, display, advertise, sell, and/or license any content of the Website or create works derived from them, without the prior written authorization of GLOBAL PAGAMENTOS LTDA.

Users and third parties must not extract and/or use parts of the content of GLOBAL PAGAMENTOS LTDA., described in this clause and in the terms and conditions, without authorization prior and express in writing from GLOBAL PAGAMENTOS LTDA., otherwise, they must compensate the affected party for the damages caused.

GLOBAL PAGAMENTOS LTDA. expressly reserves all civil and criminal actions under Brazilian legislation that may apply as a result of non-compliance with this Clause.

#### **11. Modifications**

The User is recommended to review the terms and conditions periodically to become aware of the latest current version of these terms and conditions, because they may be modified unilaterally at any time.

#### **12. Communications**

Users accept that GLOBAL PAGAMENTOS LTDA. sends them notifications related to the scope, delimitation, and responsibility for the Services provided to the email address, telephone number, or means of contact that are registered. That is why Users must keep their means of contact updated and release GLOBAL PAGAMENTOS LTDA. from responsibility for any information or communication that is sent to the User and that it is not received because the registered information is incorrect or outdated, or otherwise.

#### **13. Applicable Law and Jurisdiction**

Users accept that these terms and conditions will be governed by the legislation and jurisdiction applicable to Brazil.

#### **14. Transfer of Rights**

Users may not transfer their rights and obligations under these terms and conditions without the prior written consent of GLOBAL PAGAMENTOS LTDA.

#### **15. Conflict resolution**

The User accepts that in the event of any controversy related to the services provided by GLOBAL PAGAMENTOS LTDA or to these terms and conditions, direct negotiation will be sought as the first means of conciliation. In case no agreement is reached, both the User and GLOBAL PAGAMENTOS LTDA will submit explicitly to the laws and courts of Brasília - DF, Brazil, waiving any other jurisdiction or legislation that may be applicable due to domicile, location, nationality, residence, or for any other reason.

## **16. Support**

Users can contact GLOBAL PAGAMENTOS LTDA's support team by sending an e-mail to [support@gl-pagamentos.com.br](mailto:support@gl-pagamentos.com.br).