

## **GENERAL TERMS AND CONDITIONS FOR USE OF THE PLUGA SERVICES**

These General Terms and Conditions ("Terms") is applicable to the use of the services provided by Pluga Tecnologia S.A., a company duly registered within the Brazilian territory with CNPJ/ME (the Roll of Corporate Taxpayers) under no. 20.035.683/0001-20, manager of PLUGA Services, available for hiring through the website <https://pluga.co/en>, the object of these Terms, hereinafter referred to as PLUGA, by an INDIVIDUAL or LEGAL ENTITY that is of legal age and capable and that, upon filing out the registration form, which data are going to be an integral part of these Terms, as well as having electronically "accepted" all of its clauses and all the other policies available at the Website, is hereinafter designated as the USER.

The services rendered available by PLUGA at the website <https://pluga.co/en> ("Site") shall be ruled by the clauses and conditions below.

By electronically accepting the present Terms, through clicking the icon that shows acceptance of the Terms of Use, as well as the Privacy Policy, available at the registration page that supplements this one, the USER shall be automatically joining and agreeing to comply fully with its Terms and conditions and any of their future changes, besides accepting the provisions of the Site's policies.

### **CLAUSE 1 - DEFINITIONS**

1.1 For better understanding and interpreting the rights and obligations foreseen in the present Terms, the following definitions shall be used:

a) **REGISTRATION**: registration form with the USER data, mandatorily filled out with the information requested therein for creating a USER Login and a Password so that the platform e the Services offered by PLUGA can be used. With the REGISTRATION, the USER must make the payments of the RECURRENCES of the PLUGA Services;

b) **LOGIN**: the name given by the USER upon the REGISTRATION;

c) **RECURRENCE**: the amount due by the USER by virtue of the use of the PLUGA Services, in accordance to what has been hired at the time of the REGISTRATION;

d) **PASSWORD**: the sequence of letters and/or numbers selected by the USER, comprising at least 6 (six) characters, which must be informed beforehand by the USER when he is browsing the Site to access PLUGA Services. PLUGA stresses out that it shall not have Access to such PASSWORD. Therefore, if the USER wishes to recover his access, he must forward the request for password recovery through the link "Forgot your password", which shall send a temporary link to the email registered for the USER so that, through such access, he may generate a new PASSWORD directly from PLUGA's control panel. Thus, with such procedure, the PASSWORD may be changed

at any time by the USER. In case the USER wishes to perform any other activity related to his REGISTRATION, such as changing any information on his REGISTRATION, he must follow the directions described at the PLUGA Site and access the data on his profile to make such changes;

e) PLUGA Services: the services rendered by PLUGA that enable the USER to integrate several platforms, in a simple and quick manner, through the PLUGA tool, automating the processes to render the USER's daily steps easier regarding the various aspects of his business, with the final goal to decrease the friction and the difficulties faced by the USERS whenever they have to configure different platforms that are not by nature integrated;

f) Site: PLUGA's electronic portal, through which the USER may hire and have access to the PLUGA Services, in accordance with the packages available at the Site, by means of filling out the REGISTRATION, LOGIN information and the appropriate PASSWORD for access.

## CLAUSE 2 – OBJECT

2.1. PLUGA is a platform that enables the USER, with or without much knowledge in the technology area, to choose on integrating several control platforms which he has hired, among those, control of financial expenditures, means of electronic payment, control of tasks, among others, in a manner that is simple and fast, creating an automatic data feed between those platforms, saving time and technical manpower, through the hiring of PLUGA Services. Such Services shall connect, upon request of the USER, third-party platforms that shall become able to receive the contents inserted directly into their applications, by means of payment of the RECURRENCE, in accordance with the package contracted by the USER on the Site. However, it is a sure fact that the PLUGA Services may only promote the integration with platforms contained in its portfolio of integrated apps. In case the USER desires the integration with an occasional unlisted app, he may send a request to PLUGA through the email [support@pluga.co](mailto:support@pluga.co), so that the company, at its sole discretion, may evaluate its occasional decision, depending on the product planning by PLUGA.

2.2. By hiring our services through the PLUGA website, by the use of a Password and Login, the USER shall have at his disposal a tool that automatically integrates several platforms used by the USER, their websites, databases and applications, through a configuration made by the USER at the PLUGA panel, where he may select which data is going to be integrated, besides providing a continuous monitoring of the same in an uncomplicated manner. Nevertheless, it must be noted that PLUGA only carries out the integration with web apps available at its platform. Therefore, it is highly important that the USER, before hiring the PLUGA Services, evaluates if the integrations offered are compatible with his needs.

2.2.1. In view of the very nature of the PLUGA Services, it shall not have access the USER's passwords in the various platforms, which shall be accessed by the USER at the appropriate occasion, considering that such platforms are to be managed and maintained solely and

exclusively by the USER, in accordance to the instructions given by PLUGA at the time of the integration. PLUGA requests the USER to keep the ACCESS KEYS (tokens) he has received upon the time he hired the PLUGA Services and its integration safely stored, so that the PLUGA Services do not get interrupted. Hence, the USER declares being cognizant that the access to those ACCESS KEYS is restricted, and therefore, they must not be shared with third parties.

2.2.1.1. PLUGA stresses out that, to (i) supply, maintain, operate and update the PLUGA Services and (ii) to render support to the USER and/or solve technical issues, it may make use of data stored by the USER in the PLUGA servers, within the strict limits as may be necessary.

2.2.2. In case the USER is no longer interested in maintaining an integration through the PLUGA Services, PLUGA should warn you as of now that from the moment the USER confirms the removal of said integration, any and all data history for the exchange of information between the apps that are filed into the PLUGA servers shall be deleted, without any possibility of recovery. The information already contained in each of the several platforms (resulting from the integration) shall remain accessible for the time the USER holds accounts at those platforms.

2.2.3. In case the USER would like to cancel the RECURRENCE due to PLUGA, the paid activities to which the USER would have access shall remain available until the end of the contracted billing cycle. At the end of such period of time, the USER shall only have access solely and exclusively to automations that are part of the complimentary plan in force at the time, regardless of the fact if the USER had or not any automations in the paid plans (which integrations are going to be disabled by PLUGA at the end of the cycle referring to the last payment, by virtue of the migration of the USER into the complimentary plan). Therefore, the USER shall be considered by the PLUGA team as a USER from a complimentary plan.

2.2.3.1. The USER shall only be able to resume the activities of paid automations when he has renewed his RECURRENCE. PLUGA as of now clarifies that no automation shall be carried out during the period of cancellation or non renewal, and therefore, it shall not be responsible for any lost data, and neither for the recovery of the same.

2.2.4. In case the USER does not make the payment of the RECURRENCE, within up to 15 (fifteen) calendar days counted from the date the invoice is issued by PLUGA (option available solely for Brazilian USERS), or within up to 12 (twelve) calendar days after the first attempt of charging the registered credit card, the USER shall be automatically redefined as a USER of the complimentary plan, in the manner foreseen by item 2.2.3 above, without any prior notice besides the one by PLUGA informing him about the issues in processing the payment of the RECURRENCE. The automations shall only be reestablished after the USER has cleared the outstanding RECURRENCE(S), and returns to the PLUGA panel and manually reactivates the automations.

2.3. Despite it being possible to be used from any location all over the world, the USER declares being cognizant and consenting that, regardless of the location from where the services are

being accessed, the relationship between the USER and PLUGA shall always, and under any circumstances, subject to the Brazilian laws.

2.4. After making his choice of the package of PLUGA Services available at the Site, PLUGA shall redirect the USER so that he can make the payment of the amount corresponding to the package. Upon confirmation of the payment, the order specified by the USER shall be processed by PLUGA and the PLUGA Services shall be made available.

2.5. PLUGA shall facilitate the carrying out of the payment for the packages of PLUGA Services acquired by the USER, mediating the Exchange of information of the USERS with the means of payment chosen by PLUGA to make the billing ("Means of Payment"), as long as there is the agreement of the USER, through the acceptance of the present Terms. Such information may correspond to those made available in the REGISTRATION, such as the USER's address, the email or any other information that is made available by the USER for the PLUGA Site. Further in that regard, the USER must be as of now aware that PLUGA is simply a mediator between the USER and the services of the Means of Payment for the making of the payments due. In that case, PLUGA shall share the information regarding commercial transactions with the Means of Payment and shall allow the USERS, within the environment of use prescribed by PLUGA, authorize the Means of Payment to carry out the relevant debit, credit and transfer of funds operations, including for the payment of the applicable penalties, according to what is described in the present Terms. Therefore, upon acceptance of the present Terms, the USER deliberately accepts the use and supply of his information by PLUGA to the Means of Payment, for the appropriate rendering of the PLUGA Services.

2.6. The communications and commercial transactions of the USERS shall be followed up or mediated by PLUGA, with the purpose of looking after a good service, for the prevailing of good faith and of the constitutional principles of loyalty and security in the communications of the USERS.

### CLAUSE 3 – REGISTRATION AND USE OF THE PLUGA SERVICES

3.1. In order to hire the PLUGA Services, the USER must access the Site, fill out the REGISTRATION form available for the hiring of the PLUGA Services, informing PLUGA all the required data, and be liable both civil and criminally for the truthfulness of the information he has provided, including before third parties, undertaking also to keep his data updated. The USER must also mandatorily inform an email address which is used solely and exclusively by the USER. In that regard, PLUGA does not carry out any verification of information from any USER that wishes to use the services available at the Site during the act of REGISTRATION, and neither does it perform any investigation about the information and data stored in the servers, to the exception of what is foreseen in Clauses 3.2, 3.3 and 3.3.1 of the present Terms. Hence, PLUGA is not liable, in any manner and under any circumstance, for the inappropriate use of the PLUGA Services.

3.1.1. The LOGIN and the PASSWORD that enable Access to the REGISTRATION are of personal use and not transferable by the USER, the reason why PLUGA is not responsible for an occasional unauthorized manipulation of such information and data by third parties. Therefore, the USER must take all the necessary measures to keep such information confidential. We must stress out this LOGIN and PASSWORD is different from the logins and passwords used by the USER in the several platforms he intends to integrate by hiring the PLUGA Services, which shall be accessed by the USER in accordance with the instructions given by PLUGA for the correct integration. We must stress out that the PASSWORD must not be mixed up with the PLUGA ACCESS KEYS, and the USER must be careful so that the latter are not altered or deleted, since such alteration may remove the right to accessing data that is allowed to PLUGA on a specific platform, making it impossible to carry out the PLUGA Services. In case the USER must restart the system, a new integration of the PLUGA Services shall be necessary, and there may even be some loss of data, in accordance to what is defined in the present Terms, and PLUGA is hereby exempted from any liability or compensation in case such recommendation is not observed.

3.1.2. The USER undertakes to notify PLUGA immediately, by submitting a complaint through the email [support@pluga.co](mailto:support@pluga.co), regarding any unauthorized usage of his account, as well as regarding the unauthorized access to the same by third parties. The USER shall be the sole person responsible for the operations conducted in his account, considering that access to the same shall only be possible through the typing of the PASSWORD, which knowledge is exclusive to the USER.

3.1.3. The PLUGA Services shall be available to the USER 24 (twenty-four) hours a day, 7 (seven) days a week, except during regular maintenance times that are to be previously notified to the USER by PLUGA through communications directly within the administration system of the USER's REGISTRATION and/or via email.

3.2. PLUGA reserves the right to make use of all the means that are valid and possible to identify its USERS. Therefore, PLUGA may, at any time, and at its sole discretion, request copies of the USER's documents, in order to guarantee the authenticity of the USER's personal data. In those cases, PLUGA may suspend the rendering of the PLUGA Services until it has received the documents requested, which must be sent under up to 72 (seventy-two) hours, counted as of the notice, being exempted from any liability or compensation to the USER. In case any data is found by PLUGA to be inconsistent with the documents submitted, the USER shall have the deadline of 2 (two) business days to make the appropriate corrections, under penalty of having his access to the PLUGA Services blocked until his REGISTRATION has been regularized. If the USER's situation is not regularized, PLUGA may indeed definitely cancel such REGISTRATION and terminate the rendering of the PLUGA Services, if it considers that necessary for the protection of its interests and those of its USERS, without prejudice to other measures that it considers necessary and appropriate.

3.2.1. If the REGISTRATION and the PLUGA Services are terminated, the procedures foreseen by Clause 2.2.3 above are going to be abided by, and any occasional amounts already paid by the USER shall not, under any circumstances, be returned to the USER, regardless of the rendering of the PLUGA Services for the full period of time contracted. Therefore, if the cancellation occurs before the anniversary of the RECURRENCE, in other words, before the end of the full period of time contracted, the amounts already paid shall not be reimbursed, even under a pro rata basis, because the PLUGA Services shall remain available until the last day they were hired for.

3.3. The information provided by the USER in his REGISTRATION (excluding and all data stored in the several platforms) shall be for the confidential and exclusive use by PLUGA and its partners, and shall only be disclosed in the cases foreseen by law or when there are verified cases of fraud, damage and losses to PLUGA, such as, for instance: fraudulent misrepresentation (the use of false names and documents) or the inappropriate use of the PLUGA Services, and in such case the information of the scammer (name, address, IP etc) may be supplied to the competent authorities (including among others the Specialized Police Departments for Fighting against Cybercrimes and Electronic Fraud).

3.3.1. In that regard, and without prejudice to other measures, PLUGA may advise, suspend or cancel temporarily or on a permanent basis, the REGISTRATION of a USER, at any time, starting the legal action as applicable and/or suspending the rendering of its PLUGA Services if: a) the USER does not comply with any of the provisions of these Terms and/or other policies by PLUGA; b) If he fails to comply with his duties as USER; c) if he carries out fraudulent or malicious acts, among others; or d) if we are unable to verify the USER's identity or any information that he has supplied is incorrect. Without prejudice to the above, if we verify that the USER has availed himself of the PLUGA Services to carry out suspicious activities, and if he has not submitted documents to confirm his activities were legal within 72 (seventy-two) hours, besides having all the automations suspended, regardless of them being a part of the complimentary and/or paid plans, the USER shall have it deducted directly from his credit card and/or any other payment form selected upon the time of contracting a paid plan, when applicable, in one installment or in several installments, until the complete payment of any indemnification that PLUGA is obliged to make by reason of the acts carried out by such USER.

3.4. The PLUGA Services are available only for the persons having legal capacity to use them. Therefore, persons that do not have this capacity, including minors or persons that have been disqualified by the Site, temporarily or on a permanent basis, due to any violation of the present Terms, are hereby advised of the legal sanctions of the Brazilian Civil Code, notably, sections 166, item I, 171, item I and 180 of Law no. 10.406/02.

3.5. The USER expressly acknowledges and agrees to the RECURRENCE charged by PLUGA, as remuneration for the use of the PLUGA Services, which shall be paid through the manner selected by the USER at the time of the hiring of the plan identified by PLUGA.

3.6. The name that the USER uses on the Site must not have any similarity to the name PLUGA. Moreover, names or images (or comments containing names or images) considered offensive or of an illicit origin shall be eliminated, as well as those that contain the personal data of the USER or of any URL or electronic address. PLUGA reserves the right to refuse any request for REGISTRATION and of canceling a REGISTRATION previously accepted, as long as they are not compatible with the policies and rules of the present Terms.

3.7. Failure to make use of the REGISTRATION by the USER, defined as the lack of any access to the same, for the period of 01 (one) year may lead to the termination of said REGISTRATION, and PLUGA shall be exempted from any responsibility or compensation by virtue of such cancellation of the REGISTRATION.

3.8. The USER shall be responsible for the use of the services provided in the present Terms, Abiding by all the national, state and local laws, decrees and regulations applicable and in force, the Rules on Security and Privacy and the Policies published and disclosed by PLUGA and by its commercial partners, shown on its Site.

3.9. PLUGA shall not be liable for errors, interruptions, malfunctioning security failures, failures in the Servers or in the operational systems, delays or other flaws that may come up within the PLUGA Services, including for the quality and stability of outsourced servers, by virtue or not of the use of applications belonging to parties other than PLUGA, integrated by PLUGA, or by virtue of the very PLUGA Services, which are not impervious to error considering it deals with computer science. Therefore, PLUGA cannot guarantee in any manner whatsoever the rendering of the PLUGA Services in a manner that is uninterrupted and/or free from errors.

3.9.1. Likewise, the PLUGA Services do not include the configuration of data in apps belonging to third parties. Therefore, PLUGA shall not be responsible for the configuration of data carried out in an incorrect manner by the USERS within third parties' apps. If PLUGA verifies there are 100 (a hundred) or more consecutive errors in the execution of a certain automation, or in case it verifies an abnormal usage spike on an automation, PLUGA reserves the right to deactivate it until the automation is correctly configured by the USER or until the same identifies the justifications or receives the clarifications necessary regarding the verified spike, without prejudice to the charging of the outstanding RECURRENCES, in case the automation is declared as not pertaining to the complimentary plan by PLUGA. Regardless of the above mentioned, PLUGA may terminate the rendering of its services in the manner prescribed at item 8.2 below.

3.10. The USER shall be fully responsible for making sure that the configuration of his own equipment is totally in compliance with the minimum security requirements, such as an antivirus program always updated, necessary for the access to the Site and to the PLUGA Services, being this later free and clear from any liability arising from the breach of the provisions of this clause.

#### CLAUSE 4 – RECURRENCE OWED BY THE USER

4.1. By virtue of the use of the PLUGA Services, the USER shall monthly or annually pay to PLUGA, by means of a bank invoice, PIX (available to Brazilian USERS) or credit card, the value of the selected plan, in accordance with the contracted RECURRENCE.

4.1.1. PLUGA shall make 03 (three) attempts to charge the credit card informed by the USER, one every 04 (four) days. If PLUGA is unable to make the appropriate collection of the RECURRENCE, the automations connected to the USER's REGISTRATION shall be automatically suspended and the delay on the payment of the RECURRENCE foreseen in the caput of this Clause, shall imply in the incurring of a penalty of 10% (ten percent), besides monetary adjustment and interest on arrears of 1% (one percent) per month, being PLUGA entitled to suspending the automations connected to the USER's REGISTRATION and the re-classification of the USER as a subscriber of the complimentary plan until the time the USER clears the amounts outstanding. The same applies to the hypotheses where the USER within the Brazilian territory, having elected to pay through bank invoice or PIX does not make the payment until its maturity date. PLUGA reserves the right, moreover, to take the legal and extrajudicial measures as appropriate in order to collect the amounts due.

4.1.2. Without prejudice to the provisions of the former paragraph, PLUGA may consider the present Terms as terminated, suspending the automations and the access to all the resources that do not belong to the PLUGA complimentary plan, in case the USER continues to be in default. It is considered as being in default the USER that (i) does not make the payment until the date of maturity of the bank invoice (available to Brazilian USERS); or (ii) does not regularize the payment through credit card up until 12 (twelve) days from the first attempt of charging by PLUGA, being it a sure thing that PLUGA may further, at its sole discretion, and regardless of any warnings, communicate such default to the competent credit protection agencies, which shall cause the USER to be recorded into their respective registration files.

4.1.3. From time to time, the plans and prices of the PLUGA Services may occasionally be altered, as well as the values for the RECURRENCES mentioned in the caput of this clause may be reviewed periodically in order to better adjust to the ongoing improvement of the PLUGA Services, and it is a sure fact that the values for the RECURRENCE may be automatically adjusted each year or at a faster rate, in accordance with what is permitted by the Brazilian laws in force and according to the General Market Price Index (IGP-M), published by the Getúlio Vargas Foundation, or another equivalent rate that is applicable, except where there is a negative variation of the rate. All the changes made shall only be applied 30 (thirty) days after the notice has been sent to the USER in that regard.

4.2. In case the USER cancels the plan that enables his access to the PLUGA paid Services, the RECURRENCE that remains outstanding shall still be owed, even if his REGISTRATION has been deleted or suspended.



4.3. In case new taxes are issued or there are changes to the computation standards and/or collection of taxes already in place, that come to burden the remuneration amounts already in force, the costs resulting of such burden may be forwarded to the USER and added to the remuneration in force, in order to reestablish the economic/financial balance for the rendering of the services.

4.4. After the USER has made his choice on one of the plans offered by PLUGA, the USER may make the payment of the RECURRENCE selected directly within the PLUGA environment.

4.4.1. PLUGA, striving to abide by the laws applicable to consumers regarding the right to customer retraction towards the PLUGA Services acquired by USERS, grants the USER a period of 7 (seven) days after the subscription of a RECURRENCE, for any request for the corresponding reimbursement. After those 7 (seven) days after the hiring of a RECURRENCE, the USER is not allowed anymore to request a reimbursement of the amount paid for the RECURRENCE.

4.4.2. The automations occasionally made available to the USER during the Testing Period, in accordance with what is set forth at the PLUGA Site, may be suspended after such period, and the USER must acquire a paid plan that includes the desired automations, in other words, a RECURRENCE, since the complimentary plan is offered with limited resources.

4.4.3. All the data inserted by the USER shall be rendered anonymous after 90 (ninety) days at the platform, regardless of the plan selected, and it is incumbent upon the USER to maintain a physical backup of such files.

4.4.4. In case, in up to 07 (seven) days after the subscription of a RECURRENCE by the USER, in accordance with the provisions of Clause 4.4.1 above, the same does not cancel the PLUGA Services

PLUGA at the PLUGA platform, it shall be deemed that the USER has implicitly waived the right to retraction and to any rights regarding the present, past and future towards facts, obligations and liabilities, directly or indirectly related to PLUGA, and nothing further shall be claimed from PLUGA, on any grounds whatsoever, judicially or extra, at any time. In that regard, the USER as of now agrees that the procedures for customer retraction described in the present Terms shall be his sole and exclusive remedies to be reimbursed on the amount paid for the PLUGA Services.

4.4.3. In case the USER notifies PLUGA, within the period set forth in Clause 4.4.1 above that he would like to retract, PLUGA shall initiate the procedure of reimbursement of the amounts paid, which shall be carried out in up to 05 (five) business days, counted as of the notice.

## CLAUSE 5 – MODIFICATION TO THE PRESENT TERMS

5.1. PLUGA may, at any time, alter the conditions of the present Terms, aiming at improving and perfecting the services rendered. The new conditions shall come into effect 10 (ten) days after

they are published on the Site. Therefore, in case the USER does not agree with the changes published, he must immediately cease the use of the PLUGA Services and proceed with the cancellation of his information and data. Such cancellation may be carried out autonomously by the USER, through the panel in the platform, in accordance with the procedures described in the present Terms, under penalty of being liable for damage caused to third parties and to PLUGA for the belated removal of the data stored in its servers. In such a case, the contractual ties shall cease to exist. However, if there is no answer within the period prescribed above, it shall be construed that that the USER has tacitly accepted the new conditions of the Terms and those shall continue to bind the parties.

## CLAUSE 6 – FORBIDDEN PRODUCTS AND PRACTICES

6.1. The following practices are strictly forbidden with the PLUGA Services, if they are related to or advocate: (i) unlawful activities; (ii) illegal drugs; (iii) stolen, poached or purloined property, or which have any illegal origin, such as smuggling, counterfeiting or adulterations; (iv) products and services related to prostitution or similar acts; (v) products and services that incite violence and/or discrimination, based on race, gender, religion, nationality, sexual orientation or any other kind; (vi) products and services that violate the laws on intellectual property, such as unauthorized copies of images or text without the author's authorization, whether those are brands, signs, reproductions and/or forgeries; (vii) products and services related to lotteries, raffles and gambling; and (viii) any other products and services forbidden by the laws in force.

6.1.1. In that regard, it is incumbent solely upon the USER to secure the legality of his activities and data and PLUGA shall not be liable in any way for their storage within the PLUGA Services, being entitled to exclude the USERS that do not abide by the restrictions described in the present Terms.

6.2. In case PLUGA is made cognizant of an accusation or suspects that any USER is violating any specific condition of the present Terms or which is considered to be an illegal activity, besides the protective measures already described in the present Terms, such as suspending or canceling that particular REGISTRATION, the offender USER's data shall be forwarded to the competent authorities, so that they may take the applicable legal measures.

## CLAUSE 7 – INFORMATION PRIVACY

7.1. The platform that renders the PLUGA Services makes use of the "cookies" application (data within the USER's computer/mobile phone) to enable his appropriate identification, as well as to improve the quality of the information provided in its portal to the USERS. The regular use of cookies is an acceptable practice in the industry, because it allows the storage of important information, such as, for instance, the USER's accesses to the platform rendering the PLUGA Services, so that later he shall not be shown a content that is repeated or outdated. If the USER does not wish to receive cookies, or even IF he wishes to get a prior notice before they are used,

he must, at his own discretion, program his Web browser with those choices, in case such an option is available within his browser.

7.2. Besides the personal information supplied, the platform rendering the PLUGA Services is capable of collecting other technical information, such as the USER's Internet protocol address, the computer's or mobile phone's operational system, the type of browser and the address for the reference websites.

7.3. In accordance to what has already been described before, PLUGA shall not provide the USER's information to third parties without the USER's prior consent, except in cases where PLUGA already has the authority for sharing the same, in accordance with the present Terms, or where they are necessary to answer to the requests or questions from governmental agencies, or in cases where, in good faith, PLUGA understands that disclosing such is necessary, with the purpose of answering to the claims that the data stored are violating the rights of third parties, in other words, necessary for protecting PLUGA's rights, property and/or security, of its USERS and/or of the general public.

7.4. PLUGA, at its sole discretion, may make use of the information stored in its data banks, according to what is described above, for a reasonable period of time, without it surpassing the legal limits or requirements, to settle any disputes, solve issues and guarantee PLUGA's rights, as well as the Terms and conditions present on the Privacy Policy.

7.5. PLUGA must also, at its sole discretion, examine the REGISTRATIONS and some personal information stored in its data banks with the purpose of identifying USERS which are violating PLUGA's security policies, for legal purposes and/or security. On another note, if PLUGA is obliged, by any Law, court order or any other legal procedure, to disclose any personal information of the USER, it shall not hesitate in cooperating with those agents. Therefore, through the present instrument, the USER authorizes PLUGA to disclose such personal information in order to comply with the purposes stated above.

7.6. The information provided by the USER and registered by virtue of using the system (except for the content of private messages) shall serve as input for the mapping of market information and for forming PLUGA's statistics records. Through the registration, use and supply of information to PLUGA, the USER deliberately accepts the present Terms and the conditions foreseen in the Privacy Policy about the use of his information. However, PLUGA reiterates that it has the proper tools to, from time to time, promote the (i) exclusion from the data history, (ii) export of data; and (iii) routine to render anonymous the data in the system (rendering anonymous those that have been supplied for over 3 (three) months).

7.7. Additional information collected by PLUGA through the analysis of the browsing by each USER and which do not make him personally identifiable are the exclusive property of PLUGA,

which may use such information in the manner it considers the most appropriate. Besides that, the information provided is used for: (i) administering the USERS accounts in order to have an ongoing customization of the PLUGA Services; and (ii) communicating novelties and updates.

7.8. The USER that does not agree with the present Terms and proceeds to cancel his REGISTRATION, must manually remove his personal data from the PLUGA platform, but some data may still remain stored, in such a way as to meet PLUGA's legal obligations. It must be highlighted that PLUGA, after the USER's account has been deleted, shall not have any access to his data and information formerly stored by the USER at PLUGA, to the exception of those maintained with grounds upon legal requirements.

7.9. The use of any device, software or other resource that comes to interfere in the activities and operations of the PLUGA Services, as well as in the accounts or in its data Banks is not allowed. Any meddling, attempt to meddle, or activity that violates or contravenes the laws on intellectual property rights and/or the prohibitions set forth by the present Terms, including attempts at reverse engineering, shall render the responsible party subject to the appropriate legal actions, as well the sanctions foreseen herein, being further responsible for the indemnifications due to any occasional damage caused.

7.10. In case of doubts about the protection to personal data, or to obtain further information about personal data and the cases in which it is admissible to breach the confidentiality discussed in this clause, please check Contact section at the PLUGA Site.

## CLAUSE 8 – PERIOD OF TIME AND ENFORCEMENT

8.1. The present Terms shall rule for an unspecified period of time, and shall come in force upon being accepted electronically. The USER may terminate the rendering of the PLUGA Services and proceed with the termination procedures described herein at any time, as long as occasional existing debts (costs, expenses, operational charges) or occasional indemnifications arising from damage to third parties by virtue of the misuse of the PLUGA Services are cleared. Upon canceling the RECURRENCE, the USER may enjoy the use of paid tools while the period of time already paid for lasts, however, when his account is permanently deleted, he shall no longer be able to enjoy full access to the PLUGA platform, regardless if there is still some allowed time for use already paid for. Moreover, we must stress out that any cancellation whatsoever does not give rise to the reimbursement of any RECURRENCE already due and/or paid for, in accordance with the Terms of item 3.2.1 above.

8.2. PLUGA may terminate the present Terms and exclude any USER from its database and from its platform, for all purposes of Law, regardless of any notice, judicial summons or extrajudicial communication, in the following hypotheses: (a) for breaching any of its provisions, in such a way as to prevent the continuity of the execution of these Terms' object; (b) if the USER, in whatever

manner, compromises PLUGA's public image and/or of any company associated to it in the rendering of the PLUGA Services; (c) if the USER resorts to practices that disregard the law, public order, morals, ethic values or, further, the present Terms and the privacy and security policy; (d) if PLUGA verifies 100 (one hundred) or more consecutive errors in the execution of a certain automation, without the same being correctly configured by the USER, in other words, upon verifying an abnormal usage spike of the said automation; and (e) due to the lack of payment of one or more of the RECURRENCES and/or other remunerations due.

## CLAUSE 9 – RESPONSIBILITIES

9.1. PLUGA has no interference in any manner whatsoever on the truthfulness of the data stored by the USERS within the servers, and the acceptance of the present Terms do not create any contract, neither of partnership, mandate, franchise or labor relationship between PLUGA and the USER. However, PLUGA maintains strict control in what relates to its USERS transactions and the data stored within its facilities, from time to time assessing their behaviors and removing from its base any USERS which do not meet the PLUGA ethics and good-faith standards, or which have been the object of accusations by third parties. In that regard, under no circumstance whatsoever shall PLUGA be liable for loss of profits or for any other damage and/or losses that the USER may sustain due to the incorrect and/or illegal storage of data within the servers, as well as for the storage in third parties' platforms, contracted by the USER and integrated by PLUGA, in accordance with the tool employed.

9.2. PLUGA shall not be responsible for the quality, state, integrity or legitimacy of the data stored by the USERS in the servers, as well as for the USERS capacity to make contracts or for the truthfulness of the personal data which they have entered in their REGISTRATIONS. PLUGA also does not Grant any warranties against hidden or visible defects in the data stored by the USERS, being the storage carried out by the USER at his own risk, taking into account that the platforms are owned by third parties, foreign to PLUGA and are hired directly by the USER. In that regard, if PLUGA or any other governmental agency verifies that forbidden practices are being carried out, PLUGA shall not hesitate to cooperate with the authorities that request personal information and data, with the purpose of identifying such USERS. Therefore, by the present Terms, the USER as of now, in an irreparable and irrevocable manner, authorizes PLUGA to disclose his personal information to meet the purposes described above.

9.3. In case of a judicial summons that has PLUGA as a Respondent, and which facts are grounded upon actions carried out by the USER, the same is going to be carried into the proceedings, and he must bear with the entire burden arising from there, in accordance with the provisions of section 70, III of the Brazilian Code of Civil Procedure. Likewise, the USER shall indemnify PLUGA, its branches, subsidiaries or parent companies, directors, managers, collaborators, representatives, suppliers and employees for any demand filed by other USERS or third parties arising from his activities within the Site or by his breach of the present Terms or by the infringement of any law or third parties' rights, including lawyers' fees.

9.4. PLUGA shall not be liable for the tax obligations that are levied against the activities of the USERS making use of the PLUGA Services.

9.5. PLUGA shall not be liable for any damage, deficit, losses or loss of profit sustained by the USER and caused by third parties' conduct, unforeseeable circumstances or force majeure, according to what is defined by the laws in force, or by any other event beyond PLUGA's control, such as the access, intercepting, elimination, alteration, modification or manipulation by unauthorized third parties of the contents made available by the USER at the platforms he has hired and which have been integrated by PLUGA. PLUGA shall also not be liable for any viruses that may attack the USER's equipment by virtue of the access to, usage of or browsing at the Site.

#### CLAUSE 10 – PLUGA'S INTELLECTUAL PROPERTY

10.1. The commercial use of the term "PLUGA" as a brand, trade name or domain name, as well as the contents of the screens relating to the PLUGA Services as well as the programs, data banks, networks and files, which enable the USER to access and use his account, are the property of PLUGA and are protected by international laws and treaties on copyright, brands, patents, models and industrial design. The inappropriate use and the full or partial reproduction of such contents are prohibited, except where expressly authorized by PLUGA.

10.2. PLUGA may use links from other sites in the network that are not owned or operated by PLUGA. In such cases, PLUGA shall not be responsible for the contents, practices and services offered by those sites. The presence of links to other sites does not imply a relationship of partnership, supervision, complicity or solidarity from PLUGA towards those sites and their contents.

#### CLAUSE 11 – GENERAL PROVISIONS AND VENUE

11.1. The USER expressly accepts that PLUGA and/or any of its partners may send to its subscribers messages by email of an informative nature, relating to specific communications inherent to the PLUGA Services rendered under the present Terms, as well as of a commercial nature, including, among others, offers by the PLUGA partners, novelties at the Site, among other information. In case the USER no longer wishes to receive messages with a commercial nature, he may request such cancellation at the Site's panel, noting that the other messages shall only be suspended upon the cancellation of the USER's REGISTRATION with PLUGA.

11.2. In order to maintain and meet the latest market requirements and regarding technological development, PLUGA, at its own discretion, may alter both in purport and form, it may suspend or cancel, at its sole discretion, at any time, any of the PLUGA Services, products, utility or

application, that were made available by PLUGA or by third parties, by means of a notice in advance to the USER.

11.3. Any lenience from PLUGA towards the USER, relating to the lack of compliance with any of the obligations undertaken herein, shall not be considered a novation or waiver to any right, representing merely a liberality, which shall not prevent PLUGA from demanding afterwards the faithful compliance with the conditions foreseen by these Terms, at any time.

11.4. The USER is aware and agrees that PLUGA may, regardless of any notice or warning, assign the PLUGA Services, in whole or partially, to partner companies or companies from its corporate group, at any time.

11.5. The USER hereby expressly agrees and declares: a) that he is over 18 years old and is legally able; b) to download and keep updated the Anti Spyware, Antivirus and any other programs that prevent the breaching of the system that is used in order to access the PLUGA Services; c) to not make use of the PLUGA Services for any illegal transactions; d) to keep the confidentiality of the PASSWORD for his registered account, not supplying it to third parties; e) to immediately notify PLUGA in case he becomes aware of any breach of security related to the PLUGA Services or of the unauthorized use of his USER name and PASSWORD; f) to have the financial means to bear with the payments, costs and expenses arising from the transactions made with PLUGA; g) to acknowledge that the present Terms is executed to bind the parties herein, upon the USER's electronic acceptance, which is made through clicking on the icon "Accept the Terms of Use"; and h) that he has read and is aware of and fully agrees to all the Terms and conditions of the present Terms, and that is the reason why they are accepted on his own free will.

11.6. Now, therefore, in view of the clauses of the present Terms, the USER fully agrees to all such provisions, undertaking to abide by the conditions foreseen herein in an irreparable and irrevocable manner, as well as to use in a legal and fruitful manner the services he is being provided with.

11.7. All the items in these Terms of Use are ruled by the laws in force in the Federative Republic of Brazil. For any matters related to this instrument's interpretation and enforcement, the parties shall come before the Central Forum in the Judicial District of the Capital of the State of do Rio de Janeiro, to the exception of complaints made by USERS within the Brazilian territory that fit the legal definition of consumers, which may be subject to the venue at their domicile.