

**TERMS OF USE AND PRIVACY POLICY OF LTA GATEWAY
INTERMEDIÇÃO FINANCEIRA LTDA.**

Starting date of the term of this Policy: 06/01/2020

The purpose of this agreement is to explain the rules and conditions that will govern the relationship between **LTA GATEWAY INTERMEDIÇÃO FINANCEIRA LTDA. ("LATAM GATEWAY")**, **LATAM FACILITADORA DE PAGAMENTOS INTERNACIONAIS LTDA.**, and users for the use of payment services and tools that allow the acquisition, by the user ("**USER**"), of products and/or services from a certain Website (as defined below) and to do various transactions and/or financial services ("**LATAM GATEWAY SERVICES**"). In addition, Latam Gateway establishes the privacy policy that will rule its performance in dealing with User's information.

Latam Gateway reserves the right to change the terms of use and privacy policy at any time.

1. DEFINITIONS

1.1. For the purposes of this Policy, it is considered:

- (i) "Affiliates": any company directly or indirectly controlled by Latam Gateway, or companies that control, directly or indirectly, Latam Gateway, or companies that are under common control of Latam Gateway.
- (ii) "Functionality": Latam Gateway's application, link and/or program, already implemented and/or to be implemented in the future, through which are provided a part, or all, of the Latam Gateway Services.
- (iii) "Internet Protocol Address (IP Address)": the code assigned to a Terminal on a network to allow identification of the User, defined according to international parameters.
- (iv) "Internet": the system consisting of a set of logical protocols, structured on a worldwide scale for public and unrestricted use, with the purpose of enabling data communication between terminals through different networks.
- (v) "Latam Gateway Services": means the services defined in the preamble of this Policy.
- (vi) "Site": is the provider of products and/or services that uses the Functionality for providing the Latam Gateway Services.
- (vii) "Terminals": computers, notebooks, netbooks, smartphones, tablets, palm tops and any other devices that connect to the Internet.

- (viii) "User": all individuals who use the Latam Gateway Services, over 18 (eighteen) years or emancipated, fully capable of performing the acts of civil life, or those absolutely or relatively incapable, duly represented or assisted.

1.2. The clause titles are for reference only and do not affect the interpretation of this Policy.

1.3. Unless otherwise provided for in this Policy, words in the singular include the plural and vice versa; words in the masculine gender include the feminine, the neuter gender and vice versa.

1.4. By using the Latam Gateway Services, the User agrees that LATAM GATEWAY may modify this Policy unilaterally and at any time.

2. TERMS OF USE OF LATAM GATEWAY SERVICES AND CONSENT TO THE TERMS OF THIS POLICY

2.1. The User fully consents, agrees and accepts the provisions of this Policy when using the Latam Gateway Services. The Latam Gateway Services are provided in accordance with this Policy, therefore, the User must only use the Latam Gateway Services if he fully agrees with this Policy.

2.2. This Policy does not apply to services offered by other companies or individuals, including the services of Sites that use Latam Gateway as a means of payment. Latam Gateway only guarantees the security and integrity of the data that the User provides directly to Latam Gateway through the information that the User provides on the Site's "checkout" page or on the Latam Gateway Services page.

3. USE OF LATAM GATEWAY SERVICES

3.1. Latam Gateway needs some information from the User to identify the User and enable payment for the purchase of products and services from the Site, and, eventually, provide other services and enable financial transactions. This User Information is acquired to protect the User and improve the provision of the Latam Gateway Services.

3.1.1. Latam Gateway's Services are available on the Sites via bank slip and/or deposit, and in all cases Latam Gateway will be the beneficiary of payments. In the event that Latam Gateway outsources the recipient of payments, Latam Gateway hereby undertakes to inform, previously, the User about it.

3.2. In the event of using the deposit and/or bank transfer services in the purchase of an item. The User will be directed to a Latam Gateway page, where it will be necessary to provide information on the order number, type of service

(if via deposit or via bank transfer), number agency, account number, name of the account holder, CPF number of the account holder, voucher number, date and time of the voucher, in addition to sending the proof of payment as a document to validate the purchase.

3.2.1. Latam Gateway hereby informs that the time period of processing payments via deposit and/or transfer is 30 (thirty) minutes after submission of all necessary information pursuant to Clause 3.2 above.

3.3. The User will be forwarded to a Latam Gateway page in the event of using bank slip services, where it will be necessary to fill in information such as name, e-mail, CPF number and personal telephone number.

3.3.1. Latam Gateway informs that the average processing time is 30 (thirty) minutes after the payment is made, and in the case of using any digital bank, the average processing time is one business day.

3.4. As mentioned above, in order for the User to use the Latam Gateway Services, it will be necessary to register on the Site's "checkout" page, or, as the case may be, create an account on the Latam Gateway Services page, providing some personal data of registration, including, but not limited to full name, telephone, address, e-mail, CPF and etc. In addition, the User will enter on the Site their financial information, inter alia, current account data and credit card number. Other registration data for identification of the User and/or access to the Site and/or the Services of Latam Gateway, as the case may be, it might be requested, if necessary for the identification of the User. Personal data, financial information and other registration data are called ("User Information").

3.4.1. The User undertakes to provide, at the time of registration in the Functionality, true information, being civilly and criminally responsible for the authenticity of the information and for the damages that such violation may cause. The User also undertakes to update the data and information provided at the time of registration in case of any change or alteration, as soon as such change occurs.

3.5. Latam Gateway will be responsible for the custody of User Information, when such maintenance is imposed due to the provision of Latam Gateway Services, legal and/or regulatory obligations, especially the General Data Protection Laws and the rules of the Central Bank, as applicable. Or, even when maintenance is necessary to comply with a court order or within the scope of legal and/or administrative proceedings and questioning of third parties arising from the activities performed by the User on the Site and/or on the pages of the Latam Gateway Services.

3.6. Latam Gateway may offer the User access to the Latam Gateway Services through any of the Terminals, always depending on the accessibility of the

partner Sites. The clauses of this Policy apply to all accesses and uses by mobile devices and to accesses through Terminals on the Site.

3.7. For the purpose of complying with certain legal obligations, Latam Gateway reserves the right to impose limits on the amount of monthly transactions to be carried out by a specific User, monitor the transactions carried out by the User and/or open the necessary information to regulatory bodies for the purpose of protecting the Latam Gateway itself and its partners.

3.8. When the User uses a Latam Gateway Service, the Latam Gateway may receive information about the User's location, his device and his Internet Protocol Address (IP Address), including a unique identifier of his device. Latam Gateway may use this information to provide location-based services, such as advertisements, search results and other personalized content, within the limits of current legislation.

3.8.1. Under no circumstances will the User have access to the source code of the Features, considering that Latam Gateway owns this.

3.9. The User hereby declares to be aware that small programming defects (bugs) are common to all computer programs, exempting Latam Gateway from any liability for damages arising from such bugs, eventually existing or arising from the use of the Latam Gateway Services. Furthermore, Latam Gateway's liability will be limited to the amount of the transaction that caused the loss to the User, not being liable for indirect, special, fines or damages resulting from force majeure and/or acts of God.

3.10. In case of using the Latam Gateway Services on behalf of a legal entity, by signing these Terms of Use and Privacy Policy, the User is responsible for the legal representation of the legal entity in question, being responsible for its acts.

3.11. The User declares to be aware and acknowledges that Latam Gateway:

- (i) It does not act or replace consultants and advisors specialized in contracting financial services, even if such services are indicated on the Site;
- (ii) It is not responsible for the financial decisions that the User may make through the Features; and
- (iii) It is not responsible for the fees, quotations, terms and other terms related to the services and products indicated on the Site. For the sake of clarity, Latam Gateway is only and solely responsible for the fees, quotations and terms when indicated in the Functionalities for the performance of Latam Gateway Services.

3.12. The User may request support in the event of failures and/or defects in the Latam Gateway Services, which will always be performed remotely by

accessing the electronic address <https://site.latamgateway.com/> in the item "Support".

4. PRIVACY POLICY AND USER INFORMATION

4.1. The User is aware of and agrees to the collection, storage and treatment of User Information sent and/or transmitted by the User under the terms set out in this Policy. Latam Gateway declares and guarantees that the collection, storage and treatment of User Information are always carried out in accordance with current legislation.

4.2. Latam Gateway does not consider as User Information: (i) information that has been generated anonymously, in a way that does not identify a specific User; and (ii) the information obtained by Latam Gateway autonomously, on the Internet or by other independent means.

4.3. Latam Gateway's operations are supported by a network of computers, cloud servers and other infrastructure and information technologies, including, but not limited to, infrastructure from third-party service providers. Latam Gateway and its third party service providers will store and process User Information with confidentiality and care, always in accordance with current legislation.

4.3.1. Latam Gateway may transfer User Information it collects through the Latam Gateway Services to other countries where our third party service providers are located. In this case, Latam Gateway will use its best efforts to protect User Information as described in this Policy, respecting the applicable laws, including those of the respective countries.

4.4. User Information is collected, stored, treated, processed and used by Latam Gateway for the following purposes:

- (i) provide the Latam Gateway Services and Site support;
- (ii) process transactions, including financial transactions, and send notices about your transactions;
- (iii) verify your identity;
- (iv) resolve disputes, charge fees and resolve issues;
- (v) manage risk or detect, prevent and/or remedy fraud or other potentially prohibited or illegal activities;
- (vi) detect, prevent or remedy violations of applicable policies or contracts;
- (vii) improve the Latam Gateway Services;
- (viii) improve the User's browsing experiences on the Site and on the pages of
- (i) Latam Gateway Services, when applicable;

- (ix) allow the provision of services more personalized and adequate to the User's needs; and
- (x) allow communication between the User and Latam Gateway, including by sending and receiving e-mails.

4.4.1. The User is aware and authorizes that their browsing records in the Features, when implemented, are provided by Latam Gateway to its Affiliates and their respective partners or contractors to provide any service related to the Site and/or Features, without individual indication of the User and/or allowing their identification and for the purposes provided for in the Clause 4.4.

4.5. Latam Gateway preserves the privacy of Users and shares their User Information with third parties in accordance with the terms and conditions set out in this Policy, or by force of law or court order. Latam Gateway may combine User Information with information it collects from other companies and use it to improve and personalize the Latam Gateway Services, content and advertising of Latam Gateway.

4.5.1. Latam Gateway may use User Information to identify you, and, eventually, create a profile that allows the provision of Services by Latam Gateway and/or its Affiliates more efficiently. In addition, Latam Gateway may use User Information to disclose other services of Latam Gateway and its Affiliates, in addition to publicizing events and manuals of the latter.

4.6. As provided for in Clause 4.5. above, Latam Gateway may share User Information, whenever permitted by applicable law, as follows:

- (i) Affiliated companies of Latam Gateway to provide products and services (such as registration, transactions and support, compliance services and customer communication), in addition to helping to detect and prevent potentially illegal acts, violations of this Policy and fraud in User transactions with the Site;
- (ii) Affiliated companies of Latam Gateway to enable marketing efforts for products or Services of Latam Gateway, its Affiliates, and, where appropriate, third parties;
- (iii) financial institutions, Affiliated or not, with which Latam Gateway has collaborated to create or offer products in addition to the financial institutions that Latam Gateway uses to perform the Latam Gateway Services. These financial institutions may only use this information to market products related to Latam Gateway, unless the User allows other types of use; (iv) credit companies and collection agencies to report User Information as permitted by law;
- (iv) partners, including bankers, as required by credit card association rules for inclusion on the list of eliminated sellers (if you meet the criteria for a violation of this Policy);

- (v) companies with which Latam Gateway intends to associate (through any form of association, including, but not limited to, mergers and acquisitions of third parties). In any case, Latam Gateway will use its best efforts to ensure that the newly incorporated entity follows this Policy with respect to User Information;
- (vi) law enforcement authorities, government officials or other third parties to comply with a subpoena, court decision or other legal procedure or requirement applicable to Latam Gateway or an Affiliate, especially to comply with the law or credit card association rules, or, further, when, at Latam Gateway's discretion, disclosure of User Information is necessary to prevent physical harm or financial loss, to report suspected illegal activity, or to investigate violations of this Policy;
- (vii) fraud prevention and risk management company, which may be an Affiliate of Latam Gateway, when necessary to help prevent fraud or assess and manage risks in completing transactions between User and the Site. In relation to efforts to prevent fraud, Latam Gateway may also share User Information with the Site (Latam Gateway customers) in case of suspension or restriction of the User's account and login, disputes regarding transacted amounts, complaints, chargebacks or other scenarios referring to the sale or purchase of products, and also for them to operate buyer evaluation programs;
- (viii) a customer service company, for the purpose of servicing the User, including supporting Your accounts or resolving disputes (eg, billing or transactions);
- (ix) freight company for services related to purchases made through Latam Gateway;
- (x) legal compliance specialist that assists Latam Gateway to meet the verification requirements against money laundering and terrorist financing; and
- (xi) service providers that assist Latam Gateway in commercial and financial operations, such as fraud prevention, billing, marketing, customer service, cloud storage services and technology services. The contracts signed with these service providers determine that the User Information is only used in the services they perform for Latam Gateway, and not for their own benefit.

4.6.1. Latam Gateway undertakes to obtain the User's prior and express authorization for the purposes of Clause 4.6. above, and such User Information will always be as required by applicable law.

4.7. Latam Gateway will protect User Information with physical, technical and administrative security measures to reduce the risk of loss, misuse and unauthorized access, disclosure and alteration. When transferring User Information to third parties and/or affiliated companies, Latam Gateway will sign instruments by which it will seek to ensure that these third parties and/or

affiliated companies comply with the terms of this Policy. Latam Gateway uses security measures, such as firewalls and data encryption, in addition to making its contracted third parties apply physical access controls to data centers, in addition to information access authorization controls.

4.8. Latam Gateway takes steps to verify User Information to prevent fraud in its customers' transactions. Latam Gateway may provide User Information to third parties to complete a transaction, such as name, account name, billing address, or other information necessary to promote the reliability and security of the transaction. If the transaction is suspended, if fails or even later invalidated, Latam Gateway can also provide details of the unsuccessful transaction.

4.9. In case of extrajudicial notification or petition requesting the disclosure of the user's registration or browsing data, including IP address, due to alleged use of the internet for illegal or illegitimate purposes, the User will be notified of the request for a period of 5 (five) days, authorize or not the disclosure of the requested data.

4.9.1. With the User's timely authorization, Latam Gateway will respond to the notification revealing the requested data. If the User does not respond to Latam Gateway's request within the deadline or do not authorize the disclosure of your data, we will inform the applicant that the information can only be provided by court order. The User will be obliged to bear any costs, expenses, conviction and legal fees for loss of suit and contract imposed on Latam Gateway due to any legal demand for the disclosure of said data, from now on in this case.

4.9.2. The User is aware and agrees that Latam Gateway will serve, regardless of prior communication to the User, any competent judicial authority that seeks to determine the disclosure of the User's identity or any data provided to or collected by Latam Gateway because of its use of the Latam Gateway Services.

4.10. Latam Gateway will use its best efforts to ensure that the recipient of User Information, as mentioned above, does not use this information for purposes unrelated to the User's acquisition of the Site's products or services, such as direct sales, unless the User expressly agree to this.

4.11. Latam Gateway makes the User aware that each Site on which the User purchases products or services and the third parties with which the User conducts financial transactions have their own privacy policies. Latam Gateway is not responsible for any actions by the Site or its administrators, including its information protection practices.

4.12. Latam Gateway will not routinely disclose the User's bank account and/or credit card number to the Site, except as provided in this Policy, with the User's

permission, or if necessary to comply with card association rules of credit, a court or extrajudicial subpoena, or other legal proceedings.

4.13. Latam Gateway may contact the User to send notifications about the Latam Gateway Services, to resolve issues with User Information, resolve a dispute, collect fees or amounts due, ask for their opinion through surveys or questionnaires. Latam Gateway may also contact the User by telephone, e-mail or SMS as efficiently as possible, and through text messages and pre-recorded calls or automatic dialing. Where applicable and permitted by law, the User may refuse to receive certain communications. It is Latam Gateway's policy not to contact the User by sending unwanted or threatening messages.

5. COOKIES

5.1. A cookie is a small amount of data placed on your computer's browser or mobile device. The Privacy and Cookie Policies apply to cookies installed in browsers and to similar or analogous technologies contained in mobile device applications (herein generically referred to as "cookies").

5.2. Cookies allow the User to be acknowledge as the same user when browsing the pages of a website. When browsing the website, 04 (four) types of cookies may be used:

- (i) Authentication: serve to recognize a specific User, enabling access and use of the website with restricted content and/or services and providing more personalized browsing experiences.
- (ii) Security: are used to activate website security features, in order to assist in the monitoring and/or detection of malicious or prohibited activities by these Terms of Use and/or the Privacy Policy, as well as to protect the information User's access by unauthorized third parties.
- (iii) Search, Analysis and Performance: the purpose of this type of cookie is to help understand the website's performance, measure the website's audience, check the users' browsing habits on the website, as well as the way in which they arrived at the website (for example, through links from other websites, search engines or directly by address).
- (iv) Advertisement: are use to present relevant advertisements to the User, both on and off the website or on partner websites, as well as to find out if the Users who viewed the advertisement visited the website after having seen the advertisement. Advertising Cookies can be used to remember any searches carried out by Users on the Site and/or Features and, based on searches carried out by Users, to present Users with advertisements related to their interests.

5.3. The User may disable the use of cookies and clear cache using the settings available on their device. However, by opting for this alternative, it is possible that the website does not perform 100% of its functionality.

6. VIOLATIONS

6.1. The User may not take the following actions to, or use of, the Site and/or the Services of Latam Gateway:

- (i) any unlawful acts and/or violation of current legislation, including legal positions of Law 9613/98; and
- (ii) any acts that, directly or indirectly, in whole or in part, may cause damage to the Site or Latam Gateway and/or any third parties.
- (iii) acts contrary to morals and good customs;
- (iv) violation of third party rights, including confidentiality and privacy rights;
- (v) acts that cause or provide contamination or damage any equipment of Latam Gateway, its Affiliates and/or third parties, including through viruses, trojans, malware, worm, bot, backdoor, spyware, rootkit, or by any other devices that may be created;
- (vi) defraud and/or use the Latam Gateway Services for the purpose of engaging in any type of fraud that harms the Site, Latam Gateway or any third parties; (vii) perform any acts that directly or indirectly, in whole or in part, may cause damage to Latam Gateway, its Affiliates, any User and/or any third parties; and
- (vii) use any business name, brand, domain name, slogan or advertising expression or any distinctive sign or intellectual property owned by Latam Gateway and/or its Affiliates.

7. RESPONSIBILITIES

7.1. The User is solely responsible as follows:

- (i) for the accuracy of all User Information;
- (ii) for any and all acts or omissions performed by him through his access to the Internet, the Site and/or the Functionalities, when applicable; and or, also, to any third party, including due to non-compliance with the provisions of this Policy or any act performed from their access to the Internet, the Site and/or Functions, as the case may be.

7.2. The User will have the right to consult, free of charge, the form and all content of their personal data stored in the Latam Gateway database and to have their consent to the use of User Information for purposes other than those already provided for in this document.

7.3. Under no circumstances will Latam Gateway be liable:

- (i) for any act or omission performed and/or damage caused by the User arising from access to the Site and/or the Features;
- (ii) misuse of the Site and/or the Functionality by any User; (iii) by links and website (s) of partners/third parties, the User being subject to the terms of use and privacy policies of the respective website (s);
- (iii) due to failures, technical impossibilities or unavailability of the system and/or the Latam Gateway's Functionalities due to the User's or third parties' fault; and
- (iv) by installing viruses, trojans, malware, worms, bots, backdoors, spyware, rootkits, or any other devices that may be created as a result of Internet browsing by the User, on the User's or third parties' equipment.

7.4. Latam Gateway may, by itself or by third parties, at any time and for any reason, at its sole discretion, without the need for any prior or subsequent notice or notification to any User, without prejudice to initiate the applicable legal measures, suspend or limit the use of the Latam Gateway Services and/or access to the Features, terminate the account of any User, at any time, in the Features and/or take other measures deemed necessary to comply with this Policy and for the proper functioning of the Site and/ or the Features. Latam Gateway may also suspend or limit the use of the Latam Gateway Services and/or access to the Features, terminate the account of any User in case of breach of the terms of this Policy and breach of legal obligation.

8. INTELLECTUAL PROPERTY

8.1. Latam Gateway belongs to: (i) any and all software or Functionalities used in the provision of Latam Gateway Services; (ii) the visual identity of the Features (including the graphic-visual art project of any of its pages); (iii) the business name, brand, domain name, slogan or advertising expression or any distinctive sign of its ownership inserted in the Features; and (iv) any and all content created and produced by Latam Gateway, by itself or by third parties, which cannot be used, in any way or form, by the User.

9. TOLERANCE

9.1. Tolerance regarding any non-compliance with any of the provisions of this Policy by any User shall not constitute a waiver of the right to demand compliance with the obligation, nor pardon, nor amendment of what is provided herein.

10. TERM OF THIS POLICY AND CHANGES TO THE USE OF LATAM GATEWAY SERVICES AND THE TERMS OF USE AND PRIVACY POLICIES

10.1. The term of validity of this Policy begins on the date of its publication on the website of Latam Gateway, with a date detailed in the preamble of this Policy, except as provided in Clause 10.3 below, ending with effect on the date on which the Policy is unilaterally amended or updated by Latam Gateway. Any change and/or update to this Policy will become effective from the date of its publication on the Latam Gateway website and/or in the Functionality and must be fully observed by the User, as the case may be.

10.2. LATAM GATEWAY, at any time, at its sole discretion and without the need for any prior or subsequent notice to any User or third parties, may: (i) suspend, cancel or interrupt the Latam Gateway Services and access to the Features and (ii) remove, alter and/or update in whole or in part the Latam Gateway Services and/or the Functionalities, as well as their respective contents and/or this Policy.

11. LEGISLATION AND JURISDICTION

11.1. This Policy is established by Brazilian law. Any disputes or controversies arising from any acts performed within the scope of the use of the Latam Gateway Services and/or the Functionalities by the User, including in relation to non-compliance with the terms of this Policy or violation of the rights of Latam Gateway, other Users and/or third parties, including intellectual property rights, confidentiality and personality, will be processed in the Judicial District of Maringá of the State of Paraná.