

## TERMS OF USE AND ADHESION TO THE ZIG PLATFORM

By this instrument, of the duly registered at the Registry of Titles and Deeds of São Paulo/SP, on the one hand, as contracting party (“**User**”), identified and qualified in the ZIG Platform Adhesion Form; and, on the other hand, as contractor, NETPDV - PAYMENT SOLUTIONS, LDA, enrolled with the portuguese taxpayer register (“NIPC”) under No. 515048941, headquartered at Avenida Barbosa du Bocage, nº 113, Lisboa, Portugal, Zip Code 1050-031, herein represented in the form of its Articles of Incorporation;

### Whereas:

- I. ZIG is a company that provides technology services to several commercial establishments, in particular User Consumption Management Services;
- II. ZIG still operates in the electronic means of payment market, being able, when contracted by the Establishment, to provide the necessary technology to carry out Payment Means Transactions, through credit and debit cards; and
- III. the User, wishing to use one or both of the services indicated above, as made available by the Establishment, intends to adhere to this instrument by means of his/her digital signature on the ZIG Platform.

ZIG and the User resolve to enter into this “*Terms of Use and Adhesion to the ZIG Platform*” (“**Term**”), which will be governed by the following clauses and conditions.

### 1. DEFINITIONS AND ADHESION TO THE TERMS OF USE

1.1. Unless otherwise expressly provided or required by the context, capitalized expressions in this Term, whether singular or plural, shall have the meanings specified below:

**Digital Wallet:** payment account owned by the User, intended for the execution of Transactions in electronic currency and used to record debits and credits related to Transactions carried out based on resources previously contributed by the User or by third parties in their favor, held by ZIG.

**Establishment:** individuals or legal entities that sell products and/or services directly to the User, and that, as they are registered with the ZIG Platform, are qualified to provide Consumption Management Services or, if contracted, receive payment for Transactions.

**ZIG Platform:** technologies available on the website [www.zigpay.com.br](http://www.zigpay.com.br), APP, electronic applications or similar, owned by ZIG, made available to the User and/or Establishment for the use of Consumption Management Services and, if contracted by the Establishment, for the execution of Payment Means Transactions.

**ZIG Platform Adhesion Form:** Form containing the User's data and by which he adheres, by digital signature, to the terms of this Term.

**Payment Means:** electronic instruments with payment functions, including credit or debit cards, which are accepted in the ZIG Platform, for the User's personal and non-transferable use.

**Services:** Digital Wallet management by ZIG, for the account and order of the User, upon license to use ZIG Platform.

**Consumption Management Service:** technology services provided by ZIG, so that the Establishment can manage the consumption of the User who is a Zigcard holder, and not to be confused with the Services related to the Digital Wallet.

**ZIG Platform:** set of tools and services that enable the use of Consumption Management Services by the User and, when contracted by the Establishment, also the management of the Digital Wallet by the User, enabling the execution of Transactions by Payment Means.

**Transaction:** any and all electronic currency transactions carried out by the User or in his/her favor, reflected in his/her Digital Wallet, through the use of the ZIG Platform.

**User:** an individual, adult and capable, who adhered to this Term by digitally accepting the ZIG Platform Adhesion Form.

**Net Value:** value contained in the Digital Wallet owned by the User, which will be used for the settlement of Transactions between the User and the Establishment.

**Zigcard:** physical card, with NFC technology, owned by ZIG and which will be acquired by the User, through the Establishment, for the User's personal and non-transferable use, and which enables the provision of Consumption Management Services by the Establishment.

**1.2. By electronically accepting this Term, by clicking the "ok" button on the registration page, the User will automatically be adhering to and agreeing to the terms and conditions of this Term and any future amendments thereto.**

## 2. CONSUMPTION MANAGEMENT SERVICES

2.1. The Consumption Management Services will be provided through access to the ZIG Platform, through which the User will be able to view all consumption of products and/or services purchased at the Establishment, using the Zigcard.

2.1.1. The User will have access to consumption information through the ZIG Platform, being able to view the balance and extract of the transactions of the day.

2.1.2. The visualization of consumption information will remain available for up to 180 (one hundred and eighty) days; after this period, they will be automatically excluded from the ZIG Platform.

2.2. To use the Consumption Management Services, the User must acquire the Zigcard and, cumulatively, register in the ZIG Platform, informing the code indicated on the Zigcard.

2.2.1. The User may purchase the Zigcard directly at the Establishment, upon payment of the respective price.

2.2.2. The Zigcard is for personal and non-transferable use by the User, who is responsible for all consumption of products and/or services before the Establishment through its use.

2.2.3. Each User may acquire and carry only a single Zigcard, being prohibited from using another Zigcard, even if owned by third parties.

2.2.4. When necessary, the User may block the use of the Zigcard, through access to the ZIG Platform. Blocking will not imply the reversal of the consumption already made, nor the refund of the price paid by the Zigcard, even in cases of theft, loss or misplacement for any reason.

2.2.5. The User, if he/she so wishes, may return the Zigcard to the same Establishment where it was purchased and be refunded the amount paid.

2.3. The payment for the consumption of products and/or services, by the User, before the Establishment, will be carried out by the modalities indicated below:

(i) "prepaid" payment, whereby the User pays directly to the Establishment, before consuming the products and/or services, and without using the ZIG Platform to carry out a Payment Means Transaction;

(ii) "post-paid" payment, whereby the User pays the Establishment after consuming products and/or services, performing a Payment Means Transaction, using the ZIG Platform; and

(iii) “pay-per-use” payment, whereby the User requests a reservation of a certain credit limit and, after consuming products and/or services at the Establishment: (i) makes the payment through a Payment Means Transaction through the ZIG Platform; or (ii) requests the cancellation of the Transaction, in whole or in part, when consumption does not reach the aforementioned limit.

2.3.1. The acceptance of one or more payment modalities, among those indicated above, will be defined and informed to the User directly by the Establishment.

2.4. The prepaid payment will be made directly at the Establishment, without any intervention by ZIG, and represents a credit that can only be used for the purchase of products and/or services at the Establishment itself.

2.4.1. The prepaid payment may be made in any form accepted by the Establishment (cash, debit card or credit card), and the respective credit may not be transferred or used for any other purpose.

2.5. If the payment is made in the pay-per-use mode, it will be up to the Merchant to: (i) request the pre-authorization of payment, by requesting a reservation of a certain amount of the User's card credit limit; and after, (ii) carry out a Payment Means Transaction up to the pre-authorized amount; or (iii) cancel the pre-authorized amount, releasing the amount temporarily unavailable.

2.5.1. ZIG cannot be held responsible for any delay in releasing the unavailable amount, given that such release does not depend on the ZIG Platform.

2.6. For postpaid payments or payments resulting from Transactions carried out up to the credit limit of the User's card, the rules set out in this Term for Services related to the Digital Wallet apply, as indicated below.

2.7. There will be no charge of any direct remuneration from the User, due to the use of the Consumption Management Services.

### **3. SERVICES RELATED TO THE DIGITAL WALLET**

3.1. When the Establishment provides the User with prepaid and/or pay-per-use payment methods, ZIG will provide the User with Services related to the custody of resources and management of the Digital Wallet, for the account and order of the User, consisting of the availability of the ZIG Platform for the transfer of resources contributed in said Digital Wallet, including payments, transfers and other related operations.

3.1.1. ZIG may change, suspend or cancel, at its discretion, both in form and content, at any time, any of the Services or ZIG Platform, through communication to the User by email or information on its website [www.zigpay.com.br](http://www.zigpay.com.br), APP, electronic applications or similar, at least 30 (thirty) days in advance, allowing the User to have extensive knowledge.

3.2. The User declares that he is aware that the Services are intended to facilitate the management of resources for payments and transfers, not being confused with financial services and there is no possibility of carrying out activities exclusive to financial institutions through the use of ZIG Platform.

3.3. The Services are provided under the license to use the ZIG Platform, available on the website [www.zigpay.com.br](http://www.zigpay.com.br) or APP, electronic applications or similar made available by ZIG. For the use of the Services, the User must have an e-mail address, choosing a “login” and a password for the User's sole and exclusive use, which must be kept confidential.

3.4. The Services will be performed exclusively by order of the User, generated from the ZIG Platform, using the existing resources in the respective Digital Wallet.

3.5. The User makes ZIG his/her attorney, granting him powers to execute his/her payment orders, transfers and redemptions of resources, as well as the practice of any other act necessary for the provision of the Services.

3.6. The User is fully responsible for the use of the Services in his/her name and/or with his/her password, for any charges, demands and/or questions arising from this use, and must therefore take all necessary measures and precautions to keep said information confidential.

3.7. For the purposes of registering to use the Services, the User will fill in the ZIG Platform Adhesion Form, informing ZIG of all the required data, being civilly and criminally responsible for the veracity of the information, including before third parties, also being obliged to keep his/her data updated. ZIG may, at any time, at its discretion, request copies of documents from the User, in order to verify the veracity of the data provided.

3.8. In order to use the ZIG Platform, the User must have access to the internet under compatible conditions for its use, according to specifications informed by ZIG, and the User is solely responsible for obtaining, maintaining and funding such access and necessary equipment.

3.9. The User undertakes not to use the Services to carry out Transactions related to (i) illegal activities, such as bestiality, pedophilia, drug trafficking and money laundering; (ii) firearms and gambling, including bingo and gambling in general; (iii) medicines in general and any type of drugs or products to which therapeutic effects are attributed; (iv) sale of animals, (v) products that depend on the approval of government agencies, (vi) shares, securities or any type of financial products; and (vii) real estate transactions, employment agencies, collection offices, consortia and discount card sales.

3.10. The User declares that he/she is aware that the Services are intended to carry out Transactions and other operations provided for herein, within the national territory, only in national currency.

3.11. ZIG may limit or suspend the Services, blocking for up to 180 (one hundred and eighty) days the resources contained in the User's Digital Wallet, if (i) there is a breach of the terms of this Term; (ii) the User does not provide the requested documents or (iii) ZIG finds that there are incorrect or untrue data provided by the User, without prejudice to other measures that it deems necessary and opportune, not assisting the User, for this reason, with any type of indemnity or reimbursement.

#### **4. USE OF THE DIGITAL WALLET**

4.1. By joining the ZIG Platform, the User will have an individual and exclusive Digital Wallet, of his/her ownership, as indicated on the website [www.zigpay.com.br](http://www.zigpay.com.br), APP, electronic applications or similar made available by ZIG, to enable the provision of the Services and the use of ZIG Platform.

4.2. The User declares to be aware that he/she can only have a single Digital Wallet under his/her ownership, therefore, ZIG will not, under any circumstances, accept the registration of new Digital Wallets owned by the same User.

4.3. The funds that enter the Digital Wallet may come from (i) deposits made directly by the User or by third parties in favor of the User; (ii) payment of bank slips issued by ZIG; or (iii) for Transactions by one of the Payment Methods accepted by ZIG; and will be available for use by the User in their Digital Wallet within a period of up to 48 (forty-eight) hours from the moment they are made available in the ZIG bank account.

4.3.1. The deposits made by the User or by third parties on their behalf, will be operationalized in their Digital Wallet, by means of a credit identified in the bank account held by ZIG, according to information provided in the ZIG Platform.

4.3.2. If the credit is not indicated in the User's Digital Wallet within 48 (forty-eight) hours, the User must contact ZIG, proving its origin and realization.

4.3.3. ZIG may ask the User to demonstrate and prove the origin of the funds deposited in its Digital Wallet, as well as limit the volume of funds deposited therein, at its own discretion.

4.4. The funds credited by the User in their Digital Wallet will be kept in a bank account held by ZIG, in a first-rate financial institution, however: (i) they constitute separate assets, which are not to be confused with those of ZIG; (ii) they are not directly or indirectly liable for any obligation of ZIG, nor may they be subject to arrest, sequestration, search and

seizure or any other act of judicial constraint due to debts for which ZIG is responsible; (iii) they cannot be given in guarantee of debts assumed by ZIG; and (iv) are not part of ZIG's assets, for the purposes of bankruptcy or judicial or extrajudicial liquidation.

4.5. The burdens or bonuses arising from the maintenance of the User's resources in a bank account held by ZIG cannot be attributed to the User, as well as claimed by him/her.

4.6. The resources kept in the Digital Wallet by the User will not undergo any type of addition or change, such as monetary correction and interest, regardless of the period they are deposited.

4.7. The User guarantees that all resources credited to the Digital Wallet come from lawful and officially declared sources, exempting ZIG from any liability for such facts.

4.8. The amounts deposited in the Digital Wallet must be used for payments, transfers and redemptions, being considered by ZIG as resources in transit owned by the User.

4.9. The funds deposited in the User's Digital Wallet may be used to pay the User's debts, due to the acquisition of products or services marketed by the Establishment.

4.9.1. The User declares that he/she is aware that the payment to the Establishment is considered to have been made on the date on which the funds are debited from his/her Digital Wallet, without any other formality being necessary.

4.9.2. If, for any reason, there is not enough balance available in the Digital Wallet, the payment order will not be executed by ZIG.

4.10. At any time, the User may, through the use of the ZIG Platform, request the redemption of the amounts deposited in his/her Digital Wallet, by means of bank transfer to an account held by him/her, by charging the fees specified on the website [www.zigpay.com.br](http://www.zigpay.com.br), APP, electronic applications or similar made available by ZIG.

4.10.1. The redemption will be made in the order requested by the User through the ZIG Platform, which must indicate the amount and the bank details of his/her ownership (name, personal document register nº, bank, branch and current or savings account).

4.10.2. ZIG will not be held responsible if the data provided by the User is incorrect, and any consequence arising from the delay in fulfilling the bank transfer order cannot be attributed to it.

4.10.3. If bank transfer is not possible due to the inaccuracy of the information provided, the funds will automatically return to the User's Digital Wallet, regardless of any warning.

4.10.4. It will be up to the User to monitor the movement of his/her Digital Wallet to verify that the requested amount has been redeemed.

4.10.5. The redemption of resources will be carried out within 07 (seven) business days from the date of the order issued by the User through the ZIG Platform, provided that there is sufficient balance to pay the applicable fees.

4.11. The User declares that he/she is aware that ZIG will not have any responsibility due to the non-effectiveness of any payment or the non-completion of any Transaction for technical reasons, such as, for example, due to any failure, delay or unavailability of the transfer mechanisms used by financial institutions or ZIG Platform.

4.12. The User may, at any time, terminate his/her Digital Wallet, fully redeeming the Net Amount contained therein, in the manner specified above and upon charging applicable fees.

4.13. The non-use of the Digital Wallet by the User, defined as the absence of any access to it for a period of 2 (two) years, will give rise to the termination of the Digital Wallet. In the event of such a situation, ZIG must notify the User to

redeem the amount that may exist in the Digital Wallet, within 10 (ten) business days and, if this does not occur, the amount will be reverted to ZIG, as compensation for account maintenance.

4.14. The User will have access to the information of his/her Digital Wallet through the ZIG Platform, being able to view the balance and extract of the transactions. The availability of the balance and extract of the Digital Wallet transactions is characterized as rendering of accounts, for all legal purposes.

4.14.1. ZIG provides access to the transactions of the Digital Wallet of the last 2 (two) years, after which the information is excluded from the ZIG Platform.

4.14.2. ZIG is not responsible for maintaining the Digital Wallet transactions after the period indicated above, and the User, if deemed necessary, is responsible for saving or printing his/her transactions.

## **5. ZIG'S LIABILITY UNDER THIS TERM**

### **5.1. THE USER DECLARES TO BE AWARE AND AGREES THAT:**

**(i) ZIG operates solely in the provision of technology services to the Establishment and the User, not being responsible for the veracity, validity and/or accuracy of the information provided by the Establishment and/or User;**

**(ii) ZIG is not responsible for the suitability and technical and financial capacity of the Establishment;**

**(iii) ZIG is not responsible for any defects in quality or quantity, nor for the reimbursement of any type of damages, material or moral, caused to the User and/or third parties, arising from the products and/or services marketed by the Establishment, whose contracting will be made freely by the User; and**

**(iv) in the event of a dispute between the User and the Establishment, ZIG will not be, in any way, involved and/or liable for the payment of indemnities for losses and damages of any nature.**

**5.2. The use of the ZIG Platform will not imply any guarantee, by ZIG, of satisfactory performance, safety, success or results regarding the services and/or products marketed by the Establishment. The User may, under his sole responsibility, adopt the necessary legal measures before the Establishment to demand the delivery of products or the provision of services in a satisfactory manner and/or the reimbursement of any damages caused to himself/herself and/or third parties.**

**5.3. ZIG does not guarantee the User that the Services related to the Digital Wallet and/or the Consumption Management Services will be provided in an uninterrupted or error-free way, without moments of unavailability or slowness, considering that such situations are predictable and possible to occur when it comes to technology services.**

**5.4. ZIG is not responsible for the consumption of products and/or services that have been made before the Establishment due to fraud, loss, theft and/or misplacement of the Zicard.**

**5.4.1. It will be up to the User to block the use of the Zicard in the cases indicated above, through immediate access to the ZIG Platform, in order to avoid its misuse.**

**5.4.2. All consumption carried out until the Zicard is blocked will be registered in the name of the User, and it is up to him/her to request a refund of the value of the products and/or services not consumed directly with the Establishment.**

**5.4.3. ZIG will not be able to cancel or refund the consumption registered in the Zicard after payment by the Establishment, by any of the modalities accepted by it, including through the use of the ZIG Platform.**

## **6. TERM**

6.1. This Term is entered into for an indefinite term, coming into force on the date of digital signature of the ZIG Platform Adhesion Form by the User.

6.2. This Term may be terminated, free of charge, by either Party, at any time, upon prior notice of 10 (ten) calendar days.

6.3. This Term will be terminated immediately upon the declaration of bankruptcy or civil insolvency of either party or the failure to comply with any of the obligations set forth in this Term.

6.4. If the termination of the Term occurs due to the User's fault, it is hereby established that he/she will have access to the Services immediately blocked, and ZIG may retain the existing resources in the User's Digital Wallet, in order to guarantee its rights, as well as those of its partners who may have been harmed by the User, without prejudice to other measures that it deem necessary.

6.5. This Term will be terminated in the event of a fortuitous event or force majeure that makes it impossible to provide the Services, in whole or in part, for more than 90 (ninety) consecutive days.

## **7. LICENSE FOR THE USE OF ZIG PLATFORM**

7.1. ZIG authorizes the use by the User of the ZIG Platform, of its ownership and property, during the term of this Term, under the terms and conditions established herein.

7.2. The User is not allowed to: (i) copy or transfer, in any way, in whole or in part, under any modalities, free of charge or onerous, provisionally or permanently, the ZIG Platform, any of their functionalities or information contained therein; (ii) modify the characteristics of the ZIG Platform; (iii) create computer programs to use the ZIG Platform; or (iv) copy in any way the data extracted from the ZIG Platform, except for those related to the User's Digital Wallet transactions.

## **8. INTELLECTUAL PROPERTY**

8.1. The User undertakes not to infringe any rights related to trademarks, patents, industrial secrets or, even, property, representation and copyright rights, being responsible to ZIG and its partners for the obligations assumed herein, as well as not to use the name, brand, logo or any type of distinctive sign thereof, without prior written consent; and any authorization received will be understood restrictively, exclusively for the purpose requested.

## **9. CONFIDENTIALITY**

9.1. The User is fully aware that, due to the adhesion to this Term, ZIG will make available information and materials of a confidential nature, related to the ZIG Platform or their use.

9.1.1. Confidential information is understood to be all information revealed, directly or indirectly, by ZIG or its partners to the User, regardless of whether or not they are expressly classified as "confidential".

9.2. The User undertakes to keep confidential the confidential information, not being able, under any pretext, to use them for purposes other than the performance of this Term, disclose them, reveal them and/or reproduce them, without the express agreement of the User, being liable for the moral and material damages resulting from such act.

9.3. Likewise, ZIG undertakes to keep confidential the information received from the User, regarding the financial movement of its Digital Wallet and other transactions carried out using the ZIG Platform, and cannot, under any pretext, not being able, under any pretext, to use them for purposes other than the performance of this Term, disclose them, reveal them and/or reproduce them, without the express agreement of the User, being liable for the moral and material damages resulting from such act.

9.4. The User declares that he/she is aware of and authorizes ZIG to provide any information, even related to his/her registration, the Digital Wallet and Transactions carried out by ZIG Platform, to public bodies, Financial Activities Control Council, National Police Stations and State and Federal Revenue Departments.

**9.5. The User declares that he/she is aware of and authorizes ZIG to use the information, even if confidential, to form a database, preserving the individuality and identification of each User.**

**9.6. In order to improve the services provided under this Term and promote marketing actions, the User authorizes ZIG to collect and use information about: (i) consumption carried out using the Zigcard; (ii) the User's cell phone; and (iii) use and performance of the Services.**

9.7. The duty of confidentiality stipulated herein will remain in force for an indefinite period, even after the termination of this Term, as long as the confidential information does not become public domain and maintains its harmful potential.

## **10. USER RESPONSIBILITIES AND REPRESENTATIONS**

10.1. The User is responsible for the use of the ZIG Platform, under the terms of this Term, committing to fully comply with the applicable national legislation, the Rules and Policies of Use, Security and Privacy of ZIG and its commercial partners, available on the website [www.zigpay.com.br](http://www.zigpay.com.br), APP, electronic applications or similar made available by ZIG.

10.2. The User undertakes to exempt ZIG and its partners from any litigation arising from the use of the ZIG Platform, regarding the use of the resources of its Digital Wallet, as well as to indemnify it for the damages suffered as a result of such act.

10.3. User acknowledges and agrees that ZIG, in its sole discretion, shall have the right to (i) withhold any amounts from User's Digital Wallet to insure ZIG against financial risks related to any User's obligations pursuant to the provisions of this Term; and (ii) offset with any amounts from the User's Digital Wallet the amounts owed by the User to ZIG, in any capacity.

10.4. ZIG will not be held responsible for failures, errors, interruptions, malfunctions, delays or other imperfections that may arise in the Services or Consumption Management Services, even if it is the responsibility of ZIG, its partners or the Establishment, not guaranteeing the provision of said services in an uninterrupted way, without moments of unavailability or slowness, considering that such situations are predictable and possible to occur in the case of technology services.

10.5. The User declares that he/she is aware that ZIG adopts policies against the practice of money laundering crime, notifying to the public bodies, Financial Activities Control Council, National Police Stations and State and Federal Revenue Departments of the Users' financial transactions, when required under the terms of Law and other applicable regulations.

## **11. MODIFICATIONS AND REVISIONS**

11.1. This Term will be periodically reviewed by ZIG to adjust the provision of the Services, the Consumption Management Services and the license to use the ZIG Platform. ZIG may amend this Term, excluding, modifying or inserting clauses or conditions, at its sole discretion.

11.2. Said changes must be communicated to the User by e-mail or appear on the website [www.zigpay.com.br](http://www.zigpay.com.br), APP, electronic applications or similar made available by ZIG, at least 30 (thirty) days in advance, allowing the User to full knowledge and access.

11.3. If the User does not agree with the changes, he/she may terminate this Term without any burden or penalty, provided that he/she is not in debt to ZIG.

11.4. The User's continued use of the ZIG Platform will be interpreted as agreement and acceptance of the changes made, which will become fully applicable.



11.5. No amendments to this Term will be considered valid, unless carried out in the manner indicated in this clause or if expressly agreed by means of a written contractual amendment signed physically or electronically by the parties.

## 12. FINAL PROVISIONS

12.1. The User declares that he/she is aware and agrees that, regardless of where he/she is using the Services, the relationship between the parties will always be subject to Portuguese legislation.

12.2. The eventual tolerance by either party regarding any breach of the terms and conditions of this Term will be considered mere liberality and will not be interpreted as novation, invoked precedent, waiver of rights, tacit amendment of contractual terms, vested right or contractual amendment.

12.3. The nullity or invalidity of any of the provisions of this Term will not imply the nullity or invalidity of the others, and the provisions considered null or invalid must be rewritten, in order to reflect the initial intention of the parties in accordance with applicable legislation.

12.4. The exclusive jurisdiction of the User's domicile is elected as competent to resolve any doubts arising from this Term.

Lisboa, Portugal, July 15th, 2022.

**NETPDV - PAYMENT SOLUTIONS, LDA**