

## ZIMPLER TERMS AND CONDITIONS (BRAZIL) VERSION 2 (UPDATED 2024-02-23)

### 1. THE PARTIES

- 1.1 These General Terms and Conditions (the "Terms and Conditions") govern the relationship between you and Zimpler Brasil Instituição de Pagamento Ltda.

- 1.2 By using the Solution (as defined below) you agree to these Terms and Conditions.

### 2. ACCEPTANCE

- 2.1 The acceptance by any means of communication by you, including, but not limited to, or through a representative with expressed powers and registered in the Public Records of Brazil and/or other document relating to the provision of the Service (as defined below), shall be deemed an unconditional acceptance of these Terms and Conditions. You agree that by using the Solution, you accept and consent to the Terms and Conditions unconditionally as well as all the legal effects that may be applicable by these terms.

### 3. THE COMPANY DETAILS AND PAYMENT SOLUTION

- 3.1 Zimpler Brasil Instituição de Pagamento Ltda. ("Zimpler"), with company registration no. (CNPJ/MF) 44.704.839/0001-86, is headquartered at Joaquim Floriano Street, no. 466, Conj. 1908 Part, Edif. Office, Itaim Bibi, ZIP Code 04534-002, City of São Paulo, State of São Paulo, Brazil.

- 3.2 Zimpler provides the Service (as defined below) in Brazil through third-party payment providers legally authorized to operate in accordance with the rules and regulations established by the Central Bank of Brazil and applicable legislation. Zimpler provides technical solutions to facilitate payments.

### 4. THE PAYMENT SOLUTION AND SERVICE

- 4.1 Zimpler provides the Service (as defined below) to a supplier providing you with a product or a service (the "Merchant") through Zimpler's technical solution (the "Solution"). The Solution allows the Merchant to:

(a) request Zimpler to issue a QR code or to provide a Pix key so that you can initiate a payment through Pix from your payment account with your selected Pix provider to the Merchant ("Payin"); and

(b) make payments to your payment account with your selected Pix provider ("Payout").

Payin and Payout are jointly referred to as the "Service" herein.

- 4.2 The Service is made available to you by and through the Merchant. The Service is not offered by, or affiliated, with your Pix provider.

- 4.3 For both Payins and Payouts, Zimpler provides the Merchant with its Solution, in order to facilitate the payment of the payee and payer for the respective service. You are the payer or payee for the respective payment service and for both Payins and Payouts your payment service provider is your Pix provider.

- 4.4 By using the Solution, you agree to these Terms and Conditions provided to you in English.

### 5. TRANSACTION FLOW AND DATA

- 5.1 You use the Solution by choosing Zimpler in the Merchant's online checkout (or similar), filling out the required details into the interface and clicking continue (or similar).

- 5.2 For Payins, Zimpler issues a QR code or provides a Pix key so that you can execute a payment through Pix from your payment account with your selected Pix provider to the Merchant. After you have executed the payment, with your selected Pix provider, it is received by Zimpler on behalf of the Merchant and your transfer of funds to the Merchant is thereby completed.

- 5.3 You acknowledge that once the payment has been executed by you, the payment shall not be withdrawn or revoked and you hereby agree that you shall not attempt to withdraw or revoke the payment order through your selected Pix provider.

- 5.4 For Payouts, you are the payee and will receive the payment from the Merchant to your payment account with your selected Pix provider after confirming, through the Solution, to which account you want to receive the payment.

- 5.5 All data transferred through the Solution is encrypted.

## **6. PERSONAL DATA**

- 6.1 Personal data about you is processed by Zimpler in accordance with [Zimpler's Privacy Policy](#).

## **7. ELIGIBILITY TO USE THE SERVICE**

- 7.1 To use the Solution, you declare that: you are at least 18 (eighteen) years old and have the capacity to enter into legally binding agreements and have the right to dispose the assets available on your payment account with your selected Pix provider; and
- 7.2 You may not use the Solution if the usage results in a breach of third-party agreements. You are personally responsible for all such breaches.

## **8. KNOW YOUR CUSTOMER**

- 8.1 All payment transactions made through the Solution are subject to monitoring for the purposes of Zimpler complying with applicable laws and regulations regarding anti-money laundering and counter-terrorism financing. The policies and practices applied may vary from time to time depending on applicable law and regulations. To comply with applicable laws and regulations, records may be kept and additional information may be requested from you to establish matters such as identity, purpose of the payment transaction and origin of funds. By using the Solution, you commit to provide Zimpler with all such information as may be deemed necessary.

## **9. SUSPENSION**

- 9.1 Zimpler unilaterally reserves the right to suspend the Service and availability of the Solution at any time at its sole discretion.

## **10. LIMITATION OF LIABILITY**

- 10.1 Zimpler shall provide the Service and the Solution in accordance with Brazilian laws and regulations.
- 10.2 Unless required by mandatory law, Zimpler shall in no case be liable to you for any direct or indirect loss or damages incurred due to the use of the Solution.
- 10.3 The purchase of goods and/or services from the Merchant is subject to the Merchant's terms and conditions and Zimpler is not liable for the acts or omissions of the Merchant. Zimpler is not a party of the purchase transaction between you and the Merchant. If

you have any claims or requests for refunds in connection with your purchase of goods and/or services, they should be directed to the Merchant. Zimpler is not responsible for any taxes that you miss collecting, if any taxes are applicable.

- 10.4 Zimpler does not warrant that the Service will be uninterrupted and error-free. Zimpler will not be liable for any service interruptions caused by interruptions or errors caused by a third party, including, but not limited to, power outages, failures of your selected Pix provider's system, or other interruptions or errors that may affect the Service or the Solution.

- 10.5 To the extent permitted by law, Zimpler will in no event be liable for any direct or indirect loss or damage you suffer as a result of your use of the Solution.

## **11. INDEMNITY**

- 11.1 You shall indemnify, defend and hold harmless Zimpler, its affiliates, directors, officers, owners, agents, employees, information providers, licensors, licensees, consultants, contractors and other applicable third parties (collectively, "Indemnified Parties"), against any claims, demands, cause of action, liability, debt, penalty, fine, cost and expense (including, without limitation, reasonable attorneys' fees and other dispute resolution expenses) incurred by the Indemnified Parties arising out of, relating to, or which may arise from (i) your misuse of the Solution; (ii) any violation or breach of the Terms and Conditions (iii) any violation or breach of approved third party terms and conditions in connection with the Service (including, but not limited to, your selected Pix provider's and Merchant's terms and conditions); (iv) any dispute or litigation caused by your actions or omissions with respect to the Service or the Solution; or (v) your negligence or alleged violation of any applicable law or rights of a third party as a result of your use of the Service.

## **12. POTENTIAL FEES AND TAXES APPLIED BY OTHERS**

- 12.1 By using the Solution, a fee chargeable to your payment account with your selected Pix provider may apply according to the terms and conditions between you and your selected Pix provider. You acknowledge that you are solely responsible for all fees applied

by your selected Pix provider when executing payment transactions.

- 12.2 Zimpler does not charge you any fee for your use of the Solution but may collect applicable taxes imposed on the transaction, in accordance with applicable law, such as IOF (Financial Operations Tax), as well as any other applicable taxes.

- 12.3 The Merchant may however charge you a fee or taxes attributable to its services, which is regulated in the terms and conditions of the Merchant. You may also be subject to pay taxes incurred by the purchase transaction between you and the Merchant. In that sense, you are entirely responsible for the calculation and payment of such taxes.

### **13. COMPLAINTS**

- 13.1 If you notice an error or malfunction of the Service or Solution, have a question or complaint concerning the Solution, these shall be submitted to Zimpler via e-mail to [support@zimpler.com](mailto:support@zimpler.com). Zimpler will aim to answer your complaint by email within 10 (ten) banking days from receipt and shall reply in English or, by your choice, in Portuguese.

### **14. FORCE MAJEURE**

- 14.1 Zimpler shall in no case be liable for any economic loss, delay, or failure in the Solution or its performance of the Service to the extent such loss, delay or failure is

caused by fire, flood, explosion, war, strike, embargo, governmental requirements, civil and military authority, data trespass, denial-of-service attack, unlawful action by you or any other cause beyond Zimpler's reasonable control.

### **15. SEVERANCE**

- 15.1 If any provision of these Terms and Conditions is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Terms and Conditions which shall remain in full force and effect. If any provision of these Terms and Conditions is so found to be invalid or unenforceable but would cease to be invalid or unenforceable if some parts of the provision were deleted or amended, the provision in question shall apply with such modification as may be necessary to make it valid and enforceable.

### **16. GOVERNING LAW AND DISPUTE RESOLUTION**

- 16.1 These Terms and Conditions shall be governed by the laws of Brazil. Disputes shall primarily be resolved by negotiations between you and Zimpler following a claim being filed by you in accordance with Clause 13. If you and Zimpler are not able to reach an amicable agreement regarding the claim, the dispute shall be resolved in accordance with the rules of civil procedure.