NETRIN General Terms and Conditions of Use

Latest update: July 04, 2024.

This document establishes the General Terms and Conditions of Use of the technological platform and software solutions ("Platform") offered by Netrin Consultoria e Serviços em Tecnologia da Informação LTDA ("NETRIN"), a company registered under Brazilian Corporate Tax ID (CNPJ) 13.384.727/0001-61, and headquartered at Avenida Theodomiro Porto da Fonseca, 3101 - Edifício 08 - Sala E, Bairro Duque de Caxias, in São Leopoldo - Rio Grande do Sul State).
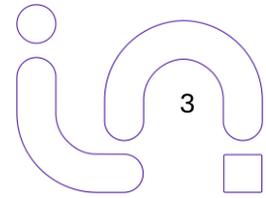
NETRIN provides technology solutions for automating queries to public data and private bureaus, identity validation, and document recognition platforms, and fraud and risk prevention mechanisms involving third parties. These Terms of Use have been drawn up for detailing the rules and restrictions applicable to each service that is made available through the NETRIN Platform, as well as NETRIN's and the Client's obligations and responsibilities (as defined below). Licensing the rights to use any solution or service on the Platform is conditioned to the acceptance of these Terms of Use, which will be an integral part of the Master Agreement entered into between NETRIN and the Client.

NETRIN may change or update these Terms of Use at any time, at its sole discretion. If this occurs, the Client shall be duly notified of the changes, which shall be incorporated by reference into the Master Agreement and shall become binding from the date of notification to the Client. For convenience, the date of the last update of the Terms of Use will be informed and updated at the beginning of the document.
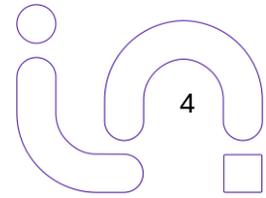
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1   Definitions

1.1   All words referred to in these Terms of Use with a capitalized first letter shall have the meaning set forth below, whether in their plural or singular form, without prejudice to other terms defined elsewhere in this document:

(a)   "Data Bureaus": means the domestic or foreign legal entity that is a NETRIN Partner and specializes in the activities of Handling and processing data of individuals and legal persons, as well as an official credit protection agency and/or equivalent.

(b)   "Client": means the domestic or foreign legal entity that contracts NETRIN's services.

(c)   "Master Agreement": means the service agreement entered into between NETRIN and the Client, which details each party's rights and obligations, as well as the applicable commercial conditions, and which is supplemented by these Terms of Use.

(d)   "Query": means the action of requesting information on individuals, legal entities, movable or immovable property, bank data and others, which is undertaken by the User on the NETRIN Platform.

(e)   "Access Credentials": means the login and password information provided to the Client for accessing and using the Platform.

(f)   "Controller" means the individual or legal entity who is responsible for decisions regarding Personal Data or Sensitive Personal Data Processing.

(g)   "Data" means any content, materials, data and information entered, requested or obtained by the Client and/or its Users when using the Platform, including Personal Data and Sensitive Personal Data.

(h)   "Personal Data" means any information relating to an identified or identifiable individual.

(i)   "Sensitive Personal Data" means any information regarding racial or ethnic origin, religious conviction, political opinion, membership of a trade union or religious, philosophical or political organization, data relating to health or sex life, genetic or biometric data, when linked to an individual.

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(j)   "Source" or "Search Source": means the public or private database or website, whether or not owned by NETRIN, where the information queries requested by the Client when using NETRIN's Platform solutions are used. The Search Source comprises the set of Public Sources and Data Bureaus.

(k)   "Public Sources": means the websites or official databases of federal, state, and municipal public administration bodies or entities or regulatory agencies to which NETRIN has access and which are available to any Brazilian citizen, free of charge or for a fee, with or without identifying the enquirer.

(l)   "Applicable Law": means all laws, decrees, ordinances, regulations, orders, decisions or other provisions of any governmental authority in any territory that has jurisdiction over the parties, whether such laws are currently in force or enter into force during the effectiveness of these Terms of Use.

(m)   "NETRIN Partner": means the domestic or foreign legal entity hired by NETRIN for providing a certain product or service and which may be part of its solutions, services, or content available on the Platform.

(n)   "Information Security": means any conduct or measure required for ensuring the confidentiality, availability and integrity of the Data and the Platform.

(o)   "Data Subject": means the individuals to whom the Personal Data or Sensitive Personal Data that is the object of Processing under the terms of this Agreement refer.

(p)   "Processing": means any operation performed with Personal Data or Sensitive Personal Data, including collecting, producing, receiving, classifying, using, accessing, reproducing, transmitting, distributing, processing, archiving, storing, deleting, evaluating, or controlling information, modifying, communicating, transferring, disseminating, or extracting it.

(q)   "User": means the person authorized by the Client (such as the Client's employees, associates or partners) who accesses or uses the functionalities and solutions contracted by the Client and which are available on the NETRIN Platform.

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2 Description of the Services

2.1 General Scope

The services offered on the NETRIN Platform are designed for companies of any size that wish to implement *Third Party Risk Management* (TPRM) or *Gestão de Riscos de Terceiros* (GRT) mechanisms and solutions.

NETRIN builds technologies that are applicable to verifying its clients' business partners' compliance, integrity, reputation and identity of as well as to analyzing compliance of commercial and financial transactions between companies, in order to mitigate different types of risks and help comply with specific regulations in different industries.

The technologies developed by NETRIN can be accessed: (i) via the Internet, at www.netrin.com.br or another domain belonging to NETRIN, (ii) by direct access to its APIs (Application Programming Interface), or (iii) by accessing NETRIN's web applications.

The functionalities or solutions made available to the Client will be defined in the Commercial Proposal and in the Master Agreement, which will detail the terms and conditions for providing the services established between the Parties.

By using the Platform's functionalities and solutions, the Client undertakes, for itself and for all Users it has registered, to respect the Applicable Legislation and all the conditions, permissions and restrictions set forth in these Terms of Use.

2.2 Query Automation Services

2.2.1 General Conditions

NETRIN offers two types of Query Automation Services:: "*Netrin API / Audicon Web Service*" and "*Netrin Safe Partner / Audicon Portal*".

(a) Netrin API / Audicon Web Service

The Netrin API or Netrin Audicon Web Service services comprise providing Internet access with a specific protocol to a web engine for querying data in Research Sources. The list of Research Sources available for querying and the documentation on how to use the mechanism are available at: docs.netrin.com.br.

(b) Netrin SafePartner – Data Enrichment / Audicon Portal

The Netrin SafePartner Portal - Data Enrichment or Netrin Audicon Portal is a web tool that provides an interface for running data queries on

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batches of records. The Client can access the service via the Access Credentials made available to its authorized Users. On the Portal, the Client can upload files for processing and choose the Search Sources for the Query.

The Data generated by the tool shall be made available to the Client in the same interface. The Queries' assertiveness and the completeness of the results obtained will depend on the availability of the Search Sources at the time the files are processed. Unavailability or slowness of a Search Source may jeopardize the quality of the obtained Data or incompleteness of the results.

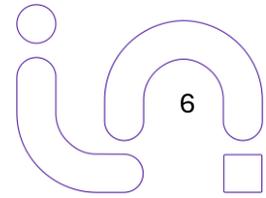NETRIN constantly monitors Search Sources' performance to mitigate availability problems

2.2.2 Consuming Netrin API /Netrin Safe Partner / Audicon WebService / Portal services

Consuming information from the sources queried through these services is computed and calculated in accordance with the commercial conditions established in the Service Agreement, taking into account the following factors:

- Each query request made to the service for each data source shall be computed as 1 (one) query. For example: a single request to the query engine for searching in 3 different data sources shall be computed as 3 queries.
- The minimum monthly quantity allowance stipulated in the consumption identified in the contract shall be billed regardless of its full use, and the quantity referred to refers to the number of total queries made. Failure to use the minimum number of queries does not generate any obligation for NETRIN to provide credits for future use in other periods.
- The excess registration amount also stipulated in the contract shall be invoiced for the number of queries that exceed the minimum monthly amount, if any.
- If the model for calculating the number of queries adopted is credits, credit consumption will be calculated according to the amount of credits established for each type of query, as stipulated in the contract.
- The number of computed queries corresponds not only to actual queries, but also to those not found or with invalid data. Queries made to unavailable sources or without delivering results will not be computed.

2.2.3 Search Source Availability

For Query Automation Services, the return performance of the queried data does not depend exclusively on the service's performance, but also on the availability of the Search Sources. Eventual performance problems can occur especially in the following cases:

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- The queried Source is slow;
- The queried Source is momentarily unavailable;
- A change in the format in which the information is made available requires adjustments to NETRIN's solutions.

NETRIN has a complete performance and availability monitoring system and its support team works proactively for notifying the Client of any unavailability. It is recommended that the Client always has a contingency in their processes for using the information for any eventualities.

NETRIN cannot be held accountable for any damage caused by the unavailability of any Research Source.

As a way of mitigating possible problems and providing visibility of query source performance and availability, NETRIN shall make the following tools available to clients:

- Monitoring screen containing the level of assertiveness of responses to requests to query sources, response time, and whether they are active or momentarily or permanently unavailable;
- Support email notification sent to the client whenever an unavailability or performance degradation is detected;
- API service for querying search source performance and availability. (Only available for some services, check availability according to the service)

2.2.4 Data Storage

The Query Automation Services collect the Data from the Search Sources in each request made by the Client. No data is stored or manipulated by NETRIN for subsidizing future Queries.

The Data queried by the Client is stored for auditing and billing purposes for a period of only 30 (thirty) days. If the Client wishes to retrieve any Data from performed Queries, it must store the results of each Query in its own environment. NETRIN is not responsible for storing any Data.

2.3 Background Check

2.3.1 General Conditions

NETRIN's Background Check service can be accessed via the Safe Partner Portal (safepartner.netrin.com.br) with the Access Credentials of a User authorized by the Client or via API. The solution consists of performing a number of Search Source Queries that can be viewed on screen, obtained via API, or via a PDF report. The

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applicable and existing Sources in the report can be configured according to the Client's needs. The list of available Sources is configured by NETRIN at its sole discretion.

For each queried Source, an assessment of the correctness of the obtained Data is displayed, which indicates whether the person targeted by the Query, whether an individual or a legal entity, is correct or not with regard to the queried Search Source. The correctness assessment is configured in accordance with the Client's request, and the Client is solely responsible for the assessment made in accordance with the criteria it has established.

2.3.2 Search Source Availability

The results obtained from the Background Check service do not depend exclusively on the service's performance, but also on the Search Sources' availability. Reports may be unavailable in the following cases:

- The queried Source is slow;
- The queried Source is momentarily unavailable;
- A change in the format in which the information is made available requires adjustments to NETRIN's solutions.

NETRIN may, at its sole discretion, withdraw or replace a Search Source that is totally and/or irreversibly unavailable. NETRIN is not liable for any damages arising from any Search Source being unavailable.
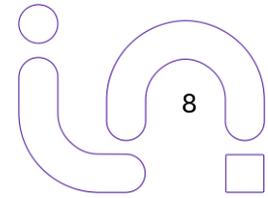
Background Check reports issued with an unavailable Research Source will be computed and charged normally, provided that the failures do not correspond to more than 30% of the Sources in the report.

Sources with momentary failures may be reprocessed individually in each report issued by the Client.

2.3.3 Background Check Service Consumption

Background Check Services consumption is computed in accordance with the commercial conditions set out in the Master Agreement, taking into account the following assumptions:

- Billing is based on (i) the number of reports issued by the Client and (ii) the configurations of each report, which take into account the number and type of Sources selected by the Client for preparing them.
- The Master Agreement between NETRIN and the Client will indicate the Client's minimum allowance, which will correspond to the number of reports purchased for monthly consumption. The amount corresponding to the minimum allowance will be invoiced regardless of the number of reports issued by the Client during the corresponding month. If the Client

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does not issue all of the reports included in the minimum allowance for a given month, it acknowledges that it will not be entitled to any credit for using the remaining reports in other months.

- The minimum monthly quantity allowance established in the consumption identified in the contract will be invoiced regardless of its full use, and the quantity is the number of reports issued. Failure to use the minimum allowance does not generate any obligation for NETRIN to provide credits for future use in other periods.
- If the number of reports issued by the Client in the month exceeds the minimum allowance set out in the Master Agreement, the amount corresponding to the excess reports will be charged in accordance with the price and conditions set forth in the Master Agreement.
- If the quantitative calculation model for Queries adopted in the Master Agreement is that of credits, the credit consumption will be computed according to each report and the quantity of credits will be calculated according to the type of report, in accordance with the provisions in the Master Agreement.

2.3.4 Data Storage

The Data and reports issued by the Client on NETRIN's platform are stored for a 12 (twelve) month period for possible queries. After this period, the Data and the reports are deleted.

If the Client wishes to keep or retrieve any Data or reports, they must store them in their own environment. NETRIN is not responsible for storing any Data or reports after the period set forth in this Clause.

2.4 Identity and Document Validation Services
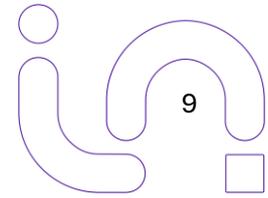
2.4.1 General Conditions

NETRIN's Identity and Document Validation Services are based on using artificial intelligence technology and algorithms for establishing their similarity to the Data contained in identity documents based on facial recognition of individuals.

Access to these services is available via APIs or by using workflow applications on web pages made available by NETRIN.

The services comprise the following functionalities:

(a) Document OCR

The Document OCR functionality is available via API or through NETRIN's identity validation workflow applications. It recognizes and extracts data

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from documents such as ID cards, driver's licenses, CRVLs, passports, and others. Data is extracted from scanned documents and submitted to optical character recognition (OCR) by the Client.

The assertiveness and correct extraction of the Data depends on the quality of the image scanned by the Client and the conditions of the document - which may, in some cases, hinder the correct functioning of the solution. By using the service, the Client acknowledges and agrees to this condition.

Under no circumstances does the OCR functionality attest to the legitimacy or authenticity of the document being scanned. The Client acknowledges that they are fully responsible for accepting the document. If necessary, NETRIN has other solutions that can support the Client in validating and verifying the document's authenticity.

(b) Documentscopy

NETRIN's Documentscopy functionality uses algorithms for evaluating images of documents submitted by the Client to ascertain whether they are potentially fraudulent or legitimate. In this analysis, certain items (such as the photo's size, character spacing, photo position, position of fields, coats of arms and borders, fonts) are compared with the standards used by official issuing bodies for producing the main documents. Check out the documentation at docs.netrin.com.br to see which documents can be assessed in this solution.

When using the solution, the Client will obtain an evaluation of the document, which will point out possible inconsistencies. The quality of the image provided by the Client and the condition of the document may have an impact on the evaluation with the tool. The result of the analysis will not indicate whether the document can be used, but only the existence of inconsistencies. The Client acknowledges that it is solely responsible for approving the use of the document and that, to this end, it may use other mechanisms developed for preventing potential fraud.

(c) Proof of Life or Liveness Check

NETRIN's Liveness Check functionality aims to mitigate the possibility of fraud when providing a face image or "selfie" in an identity verification process. To do this, NETRIN uses a technology that aims to capture a live image of the person's face, mitigating the potential risk of providing manipulated or third-party images, in two possible ways:

- Active proof of life: the User is asked to make specific facial movements in order to collect the image at the time of capture;

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- Passive proof of life: interprets the characteristics of the live image to ensure that it is captured without the person's interaction.

The Liveness Check functionality was developed for preventing fraudsters from using masks or similar means, or from "injecting" images into the collection process. The technology uses algorithms for performing this analysis and identifying a fraudulent image or an image collected live. When using this technology, the Client also receives an evaluation of the effectiveness of the performed analysis. If there are inconsistencies, the Client must evaluate the acceptability of the captured image, considering that there may be flaws and, in specific cases, false positives or false negatives may be indicated.

This functionality only produces effective face comparisons when used together with the FaceMatch service.

The Client acknowledges that the tool operates with a certain margin of error and that the use of other complementary verification solutions is recommended to identify possible fraud.
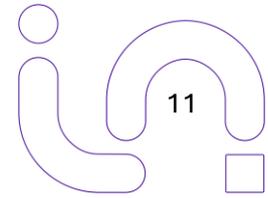
(d) FaceMatch

NETRIN's FaceMatch functionality is characterized by assessing the similarity between two faces in two images. This assessment is made using facial biometrics algorithms that compare the facial features in the two images and present the degree of similarity identified between the two as a percentage.

The images being compared can be obtained by extracting an identity document and taking a selfie of the face of the person being compared, for example. The solution does not certify the suitability of the compared images and does not identify how they were obtained, focusing only on analyzing the degree of similarity.

Presenting the degree of similarity depends on the quality of the images being compared and the position of the faces. The Client acknowledges that it is solely responsible for providing the images submitted for analysis and for their quality. NETRIN will only compare them.

(e) Face ID or Face Base

The NETRIN Face ID or Face Base functionality searches for a face image in an official face database or one of a NETRIN Partner for comparison purposes. The solution makes it possible to eliminate the process of collecting a document photo from an image provided by the person themselves, in order to prevent potential document fraud.

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The face databases used by NETRIN are either its own or those of NETRIN Partners who provide information on the degree of reliability of the face by usage history in onboarding processes, physical capture or use in official documents.

The faces stored in the queried databases are verified according to the Holder's CPF (Brazilian Individual Tax ID) and, if they exist, they are then used for comparison with a "selfie" image. In addition to analyzing the similarity found with the compared face, NETRIN can provide a reliability score for the image in its face database. If the face image is extracted from a NETRIN Partner's database, the degree of reliability will consider its usage history, the source from which it was obtained, and the existence of fraud notifications for the CPF to which the face is related. If the face image is taken from an official identity agency face database, it will be reported as having the highest degree of reliability.

The result of NETRIN's Face ID or Face Base service will be compared with the provided face image, resulting in the degree of similarity and/or reliability. The Face image contained in the base is not provided as a result of the validation.

The Client acknowledges that the Face ID solution does not represent any recommendation by NETRIN for unequivocal acceptance of the obtained face image. The Client is solely responsible for assessing the degree of reliability and establishing acceptance in its process.

(f) ID Validation - White Label

The ID Validation - White Label functionality offers the Client an identity information collection workflow that can be used in onboarding or identity validation processes, where all identity validation services can be configured and presented on a web page to Users.

The service is made available via API for generating an intake process (ticket) and on an agnostic URL (i.e., an unidentified URL that is hosted on NETRIN's cloud infrastructure) for data collection and workflow execution. In addition to these services, dashboards, cockpits and process lists are provided and can be accessed on the safepartner.netrin.com.br portal.

To use this service, the Client must decide on the configuration of behavior and appearance, taking into account the following items:

- The application's logos, colors and other visual aspects;
- Which of the identity validation components should be present, such as: OCR and/or Liveness Check and/or FaceMatch and/or Face ID;
- Tolerance levels for the acceptability of documents and images:

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- - o Degree of Similarity in FaceMatch;
  - o Degree of face confidence in Face ID;
  - o Document Inconsistencies or Documentscopy;
- Indication of which service evaluation aspects will require automatic disapproval, automatic approval, or manual analysis;
- Number of attempts accepted at each stage of data collection;
- Using additional queries or validations, such as CPF, Email, telephone number, bank details, and others

Running the identity validation flow can be done for obtaining all the Data of a new Client User or for confirming the identity of an existing User. When the User already exists, it is assumed that the face image already stored will be used as a source of comparison without any analysis or weighting being made. The Client is solely responsible for using the stored Face.

The ID Validation service will present the User with an identity validation flow and will automatically evaluate each stage of the flow according to the settings specified by the Client. The result of each validation process will be presented, and the Client is solely responsible for accepting the collected Data. Using this service does not warrant veracity or authenticity of any collected image or document.

Collecting images of documents and faces used in the solution uses the resources of different internet browsers from different manufacturers, as well as camera resources present in Users' equipment. The quality of the identity validation services will depend on these resources and the Client acknowledges that there may be limitations, restrictions and incompatibilities with some equipment and browsers.

The Client is solely responsible for providing the Data of the person submitted to the identity validation workflow.

2.4.2 ID Validation Service Consumption

Identity and Document Validation Services are charged based on the number of validations made by the Client for each type of functionality available on the Platform, or for the entire configured validation flow, subject to the following assumptions:

- The number of validations computed will correspond to actual validations and also failed validation attempts due to image quality problems, document recognition, or lack of user response (email / telephone / bank details);
- The Master Agreement between NETRIN and the Client will indicate the Client's minimum allowance, which will correspond to the number of

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validations purchased for monthly consumption for each type of functionality available on the Platform for Identity and Document Validation Services.

- The amount corresponding to the minimum allowance will be invoiced regardless of whether the Client uses the validations in full during the corresponding month. If the Client does not use all of the validations included in the minimum allowance for a given month, it acknowledges that it will not be entitled to any credit for using the remaining validations in other months.
- If the number of validations made by the Client in the month exceeds the minimum allowance stipulated in the Master Agreement, the amount corresponding to the excess validations will be charged in accordance with the price and conditions stipulated in the Master Agreement.
- If the model for calculating the number of validations adopted in the Master Agreement is credits, credit consumption will be calculated according to each validation and the number of credits will be calculated according to the type of validation (OCR, Documentscopy, Proof of Life, FaceMatch, Face ID or ID Validation), in accordance with the provisions of the Master Agreement.
- If the ID Validation - White Label solution is used and several validations are combined in a workflow, charging may be adopted per ticket generated and type of configured workflow. Charges will be made per ticket regardless of whether the user has accessed it or the number of validations made, in accordance with the minimum consumption allowance and excess usage rules.

2.4.3 Data Storage

Data collected from individuals for performing Identity Validation Services, and NETRIN Platform Documents obtained through APIs will be stored by NETRIN for a maximum period of 30 (thirty) days and, after this period, they will be deleted. There are, however, two exceptions:

- The collected face images, as well as their link to the CPF (Individual Tax ID) number and the accuracy, acceptance and similarity assessments, will be stored by NETRIN and may be shared with NETRIN Partners, without identifying the Client, in order to consolidate databases and fraud mitigation mechanisms. Exceptionally, this Data Processing hypothesis is considered to be conducted for purposes defined by NETRIN, who will be considered the Controller. The Client may object to the aforementioned sharing, in writing, when the Master Agreement or any addendum is signed. The Client acknowledges, however, that sharing is a necessary condition for using the "Face ID" functionality and that opposing it in the Master Agreement will prevent using this tool on the NETRIN Platform. Individuals who are holders of the Personal Data and

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Sensitive Personal Data that are the object of this specific Processing may exercise their right to object individually, through the channels made available by NETRIN, under the terms of NETRIN's Privacy Policy and Data Processing Policy.

- The Data processed during the use of the "ID Validation - White Label" solution or any other solution on the safepartner.netrin.com.br Platform for the purpose of evaluating the collected Data and its correctness will be kept by NETRIN for the duration of the Master Agreement, for the purpose of identifying Users, and for the twelve (12) months following the termination of the Master Agreement, for validations of correctness. During the latter period, it is exceptionally considered that Data Processing is done for purposes defined by NETRIN, which will be considered the Controller vis-à-vis the Data Subjects.

2.5 Bank Details / Pix Validation Services

2.5.1   General Conditions

The purpose of the Bank Details / Pix Validation services is to provide certification that the bank details of individuals or companies are correct and belong to the indicated CNPJ or CPF. This service uses technology made available by NETRIN Partners, which include financial institutions, and is based on solutions made available and/or governed by the Central Bank of Brazil (BACEN).

In order to use the services, the Client must comply with the conditions set forth in these Terms of Use and all applicable BACEN regulations. The Client declares that it is aware of the content of BACEN's rules and acknowledges that, in the event of non-compliance or violation of any applicable rule, NETRIN may temporarily or permanently suspend the offer of this service.

The main features of the Bank Data Validation Services include making a R$ 0.01 (one cent) deposit into the account informed by the Client, in order to obtain proof of the existence and ownership of the account or PIX key.

Another possibility for using the solution is to make a random deposit of an amount between R$ 0.01 (one cent) and R$ 0.99 (ninety-nine cents). In this case, the Client can check whether the individual or legal entity whose data was submitted for validation has access to the account by asking how much was deposited.

NETRIN will provide the Client with proof of any bank transfer or deposit, indicating the authentication code provided by BACEN.

In the case of PIX key ownership checks, the Client acknowledges that the rule issued by BACEN prohibits abusive use of transfer attempts with invalid bank details or non-existent PIX keys, under penalty of temporary suspension of the

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service by the accountable party. As a result, repeated queries using data that has already been identified as invalid or incorrect may result in the service becoming unavailable or even in NETRIN being permanently suspended due to repeated offenses. Therefore:

- The Client specifically declares that it is aware of this condition and that it is expressly forbidden to use this service in such a way as to exploit random Data from individuals and legal entities in order to obtain, by various data tests, confirmation of which are valid, generating numerous confirmation errors.
- The Client declares to be aware that the Bank Details Validation Service may only be used to confirm the validity of the Bank Details of an individual or legal entity with whom the Client has a relationship (such as a client, supplier, partner, employee, etc.), in order to prevent fraud or errors in payment processing.

To mitigate problems arising from improper use of the service, NETRIN constantly evaluates the number of validation errors made in a given period of time and extends to the Client the same rule as BACEN's Pix Arrangement, which defines the acceptable error percentage. If this percentage is exceeded, NETRIN will temporarily suspend the return of validations accepted by the service and, if it detects improper use, it may suspend the service permanently. The tolerance rule and the temporary suspension time should be consulted in the functionality documentation.

The Client declares to be aware that any deposits or transfers made to the bank account or PIX key of the individual or legal entity targeted by the Query will be identified as being made by NETRIN. In order for the account holder to understand why they are receiving the deposit or transfer, the Client agrees to adopt the following measures:

- In the "deposit description" field, it will be stated that the deposit was made on behalf of the Client;
- In the NETRIN support area, a text will be made available to those receiving the deposit, explaining that it refers to a bank data or PIX key validation process conducted at the request of one of our clients and, if it is of interest to the account holder, we will inform the Client's details upon request by e-mail. The Client acknowledges that this is a condition for using the service and gives their irrevocable authorization to disclose their company name and CNPJ to the holder of the account or PIX key being validated.
- The Client is also aware that it may be called upon for any additional response that NETRIN is obliged to provide to the account holder or to the relevant authorities regarding this process.

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The Client acknowledges that it is solely responsible for the bank account Data or PIX keys provided, including how this Data was obtained.

2.5.2   Bank Details / Pix Validation Services Consumption

Bank Details Validation Services are charged based on the number of validations made by the Client, subject to the following assumptions:

- The Master Agreement between NETRIN and the Client will indicate the Client's minimum allowance, which will correspond to the number of validations purchased for monthly consumption. The amount corresponding to the minimum allowance will be billed regardless of whether the Client uses all the validations during the corresponding month. If the Client does not use all the validations included in the minimum allowance for a given month, it acknowledges that it will not be entitled to any credit for using the remaining validations in other months.
- If the number of validations made by the Client in the month exceeds the minimum allowance established in the Master Agreement, the amount corresponding to the excess validations will be charged in accordance with the price and conditions set forth in the Master Agreement.
- If the model for calculating the number of validations adopted in the Master Agreement is that of credits, credit consumption will be calculated according to each validation and the number of credits will be calculated according to the type of validation, in accordance with the provisions set forth in the Master Agreement.
- The number of validations will include both actual validations and validations that fail to find data or indicate invalid data.
- If the solution is used with random deposits of R$ 0.01 to R$ 0.99, in addition to the validation amounts, the Client must reimburse NETRIN for all the amounts actually deposited during the validation processes, plus the taxes inherent to billing.

2.5.3   Data Storage

The Data queried by the Client when using the Bank Details Validation Service is stored for auditing and billing purposes for a period of only 30 (thirty) days. If the Client wishes to retrieve any Data from performed validations, it must store the results of each Query in its own environment. NETRIN is not responsible for storing any Data.

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2.6 Netrin SAP Compliance

2.6.1 General Conditions

The Netrin SAP Compliance service comprises a software package licensed for use by the Client in SaaS (Software as a Service) mode, which provides for the automation of queries to data external to SAP via the NETRIN APIs. These automations aim to integrate business partner regularity validation functionality into SAP transactions at various stages of the process and its life cycle. This solution is deployed and configured in the Client's environment through a specific deployment and configuration service by NETRIN, by a Partner authorized by NETRIN, or by a partner of the Client under NETRIN's support.

The Netrin SAP Compliance software package is compatible with standard versions of SAP software in their ECC or S/4 HANA versions and will remain functional during its use if the conditions in which it was deployed or SAP standard conditions are maintained. Any functionality failures in relation to these conditions will be corrected by NETRIN at no cost to the Client, provided that:

- The original deployment conditions have not been altered;
- The faults pointed out relate to information queried via APIs and are not caused by problems originating in the performed implementation;

The Netrin SAP Compliance solution is constantly evolving, and new versions of the product are marketed with new functionalities. NETRIN regularly informs its clients of new versions of the product and added functionalities, leaving it to the Client's sole discretion to choose whether or not to implement them. The Client may ask NETRIN to implement new functionalities; in this case, the services are considered additional and shall be charged separately, according to a specific technical-commercial proposal agreed between the parties.

NETRIN reserves the right to no longer provide customer support for versions of this product that have not been updated for more than 36 (thirty-six) months.

The product software suite is deployed in the Client's SAP environment under a NamedSpace (location) identified as /Netrin. The Client acknowledges that it is expressly forbidden to make changes to any software component of the product included in this location, under penalty of loss of support service and product warranty, in addition to the costs of restoring the functionality.

2.6.2 Netrin SAP Compliance Services Consumption

The Netrin SAP Compliance software package uses Netrin APIs for consuming information to be used by the solution, and this consumption obeys the same rules as in item 2.2.2 of these Terms of Use.

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Using the Netrin SAP Compliance solution may be undertaken by the Client for the duration of the Master Agreement and, in the event of termination or expiry, the Client undertakes, at its own expense, to arrange for the immediate removal of the software package deployed. NETRIN, in turn, shall block the Client's access to the APIs consumed by the solution.

2.6.3   Data Storage

The Netrin SAP Compliance solution stores data in the Client's own SAP environment. NETRIN is not responsible for any storage of Client's information in its environments.

2.7   Netrin SafePartner SAP Ariba

2.7.1   General Conditions

The Netrin SafePartner SAP Ariba solution offers the Client a way for automating Supplier Data Queries in a way that is integrated with the SAP Ariba software. The solution is based on the configuration of existing task triggers in the flow of the SAP Ariba SLP, the system module that is in charge of approving supplier registration and qualification questionnaires. These triggers are viewed in the tasks via integration with the NETRIN solution through SAP Ariba's own APIs.

Through this integration, the Client can define which of its suppliers' data it wishes to query and NETRIN shall deliver this information and its correctness analysis in specific fields of the qualification forms.

The Client is responsible for defining which Data Sources should be queried and which evaluations indicate that the information is accurate or not.

NETRIN is not responsible for any evaluation performed, but only for implementing the rules defined by the Client for the content obtained from the Research Sources.

The solution is offered in SaaS (Software as a Service) mode, in a cloud environment owned by NETRIN.

During the deployment process, the Client is solely responsible for ensuring the connection and availability of the SAP Ariba environments it has licensed, as well as their configuration for coupling the NETRIN solution. If the Client wishes, NETRIN or one of its Partners can make the required configurations in the SAP Ariba environment, provided that this service is contracted by means of a specific technical-commercial proposal agreed between the parties.

The operation of the Netrin SafePartner SAP Ariba integration depends on maintaining the Client's SAP Ariba environment in the same conditions as when it

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was implemented. Any modifications to this environment that impact the integration are the Client's sole responsibility and, in the event of integration or operational failures resulting from such changes, NETRIN shall submit a specific quotation for the Client's approval with the cost of the services for making the necessary adjustments.

2.7.2   Netrin SafePartner SAP Ariba Services Consumption

The Netrin SafePartner SAP Ariba solution uses the Netrin APIs for consuming information to be used by the solution, and this consumption obeys the same rules as in item 2.2.2 of these Terms of Use.

The license to use the solution in SaaS mode will be billed to the client in accordance with the commercial proposal and the conditions set forth in the Master Agreement.

2.7.3   Data Storage

The Netrin SafePartner SAP Ariba solution stores the Data relating to the queries made by the Client for a 12 (twelve) month period, so that the correct provision of the integration between the applications can be established. If the Client wishes to keep any Data for longer than this period, it must confirm that the Data is stored in its SAP Ariba environment.

2.8 Solution integration, setup, or implementation services

2.8.1   Contracting NETRIN services and solutions may depend on integration, setup or implementation services, which involve using professional resources on a temporary basis and for a fixed term. In the Proposal, NETRIN will outline the costs, scope, deadlines, and responsibilities associated with performing such services, pursuant to the following conditions:

(a)   The services will preferably be provided remotely, during business hours between 8:00 a.m. and 6:00 p.m., with a 1:00 p.m. break between 12:00 p.m. and 1:00 p.m., from Monday to Friday;

(b)   Any need to provide overtime services will result in a 100% increase in the hourly rate, which will be submitted to the Client for approval before the activities are conducted;

(c)   If the Client requests services to be provided at a location other than NETRIN's headquarters or those of its employees, it must bear all the involved professionals' travel, lodging and food expenses for the time

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required for completing the services, under the terms of the Proposal. To this end, NETRIN's minimum value policy must be observed, which may be requested in advance. Billing and reimbursement of such expenses shall be done by issuing a monthly Debit Note, duly accompanied by tax receipts and with a payment deadline of 5 (five) working days.

(d) When the services are provided at the Client's head office, the Client shall be responsible for making available any equipment, computers and software required for performing the activities.

2.8.2 If the Client chooses to carry out the integration, setup or integration services through third parties, the Client acknowledges that NETRIN cannot be held responsible for any integration or configuration errors that impair the use of the NETRIN Platform solutions contracted by the Client.

2.9 Access to NETRIN's solutions and services provided for in these Terms of Use will be done through the Access Credentials provided to the Users authorized by the Client. When accessing NETRIN's services and solutions, the CLIENT and their authorized Users undertake to:

2.9.1 Not make any use that may damage, overload, modify or deteriorate any item of these solutions, including equipment, devices or security systems, files or content owned by NETRIN or third parties;

2.9.2 Not take any action that may, in any way, render useless or impair in any way the correct operation of the solutions to which they have access;

2.9.3 Not disclose, share, assign, transfer or make any improper use of the data obtained through NETRIN solutions without its prior and express authorization;

2.9.4 Not subject NETRIN's solutions to access request levels or information requests in an amount of time that is incompatible with the levels provided for in the quantities stipulated in the commercial proposal and/or in the Master Agreement, which may result in inaccessibility or a drop in response performance;

2.9.5 Under no circumstances may the Client and its Users use the information obtained through NETRIN solutions for practicing illegal activity of sending materials, images or content, including, but not limited to: (i) disseminating illegal, abusive, aggressive, defamatory, slanderous, secretive, dangerous, pornographic or discriminatory content; (ii) links using "chains", "spam" or similar and whose content may not be desired by the recipient; (iii) content that violates NETRIN's or third parties' intellectual property rights.

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3   Suspending Access and Termination

3.1   Using any solution or service available on NETRIN's Platform in a manner that is incompatible with these Terms of Use, as well as the Client's eventual failure to provide the payment of the remuneration that may be agreed upon in the Master Agreement, authorizes NETRIN, even without prior notice, to (i.) suspend the Client's access to the service or solution, (ii.) terminate the Master Agreement with the Client, and (iii.) immediately delete any data that is stored on NETRIN's servers, according to the storage rules detailed in these Terms of Use. The hypotheses referred to in this item are not exhaustive and may be detailed and expanded in the Master Agreement.

3.2   The Client may access and use NETRIN Platform solutions and services only during the term established in the Master Agreement. Any access or use after the end of the contractual term shall be considered irregular and shall be subject to any penalties set out in the Master Agreement, without prejudice to the legal consequences provided for in the Applicable Legislation.

4 Client's Responsibility

4.1   The Data made available by NETRIN comes from public and/or partner Research Sources and its services are considered to be Query automation mechanisms, Data collection or image interpretation. NETRIN is not responsible for the content of the obtained Data or the lack thereof. NETRIN is limited to exposing the obtained Data in a reliable manner, as extracted and when requested. It is up to the Client alone to analyze the Data and decide on its use or any other Processing, as it deems appropriate. The Client is also responsible for maintaining contingency processes and mechanisms in the event of failure or unavailability of the Queried Data.

4.2   The Client undertakes to comply with Applicable Legislation, in particularly Federal Law No. 13.709/2018 (General Data Protection Law or "LGPD"), and all the rules and conditions set forth in these Terms of Use and in the Master Agreement, specifically with regard to the lawful use of individuals' Data , whether sensitive or not.

4.3   The Client is fully responsible for maintaining all the necessary licenses for using other software required for full use and enjoyment of the solutions made available on the NETRIN Platform.

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5   NETRIN's Responsibility

5.1   NETRIN declares that it obtains information on individuals from public Research Sources or from specialized fraud prevention or credit protection services provided by third parties, and that using such Data does not violate the provisions of the LGPD, notably because its sole purpose is to assist in credit protection, preventing fraud and money laundering, and funding terrorism, for example.

6   Limitation of Liability

6.1   A NETRIN is not liable for any direct or indirect damages or losses arising from using the Data obtained by the Client, nor for the decisions that may be made by the Client or by third parties.

6.2   NETRIN's liability and indemnification obligations towards the Client due to any actions, damages or liabilities arising from these Terms of Conditions and/or the Master Agreement shall be limited to the direct damages actually incurred by the Client, excluding lost profits and indirect damages, and shall in no event exceed the limits established under the Master Agreement.

6.3   NETRIN shall not be held liable for problems, errors or damages caused by concurrent use of the Platform with other software that has not been licensed or developed by NETRIN.

7   Intellectual Property

7.1   The existing intellectual property rights over all software solutions included in the Platform are the exclusive property of NETRIN or its Partners. The Client shall not acquire any rights over the Platform's solutions other than those expressly provided for in the Master Agreement and these Terms of Use, and the Client is expressly forbidden from allowing third parties to do so:

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7.1.1   transfer, market, sub-license, lend, rent, lease or authorize the use of the Platform solutions by third parties;

7.1.2   make modifications, additions or derivations to the Platform solutions, either by itself or by hiring third parties;

7.1.3   reverse engineer, decompile, disassemble, redesign, create or attempt to create, allow or assist third parties with any other measure that enables access to the source code or base structure of NETRIN's software, without NETRIN's prior written consent;

7.1.4   fully or partially copy any NETRIN solution or software, or use the solutions in a manner other than what is expressly stipulated in the Master Agreement and these Terms of Use; and

7.1.5   sublicense, subcontract, translate, or sell any rights over the Platform's solutions.

7.2   Violation of any of the prohibitions listed in Clause 6.4 above is a breach of these Terms of Use and authorizes NETRIN to terminate the Master Agreement and suspend the Client's and its Users' access to the Platform's solutions, without prejudice to other consequences provided for in the Master Agreement.

7.3   All information made available in NETRIN solutions and services is an integral part of the solution and is transmitted exclusively by the Client and for the purposes defined in the Master Agreement, and cannot be fully or partially sold , unless expressly authorized by NETRIN.

8   Support for using services

8.1   NETRIN has a customer support area for addressing any queries, problems, or unavailability incidents or failures in the provided services or in using the Platform.

8.1.1   The service can be activated by registering a service request at: netrin.movidesk.com.

8.1.2   Registered requests will be answered during business hours, from Monday to Friday, 8:30 am and 06:00 pm. Responses to requests will be recorded at the same web address for consultation and sent by e-mail to the Client.

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8.1.3 NETRIN maintains a 24x7 monitoring system for its solutions and services (from Monday to Sunday, from midnight to 11:59 pm) to resolve any incidents that cause total or partial unavailability of the services, in order to restore them as quickly as possible. However, this service does not respond to requests registered at the support address or to direct contact attempts by email or telephone.

9 Communications

9.1 All communications between the Parties must take place in writing, observing the contact information indicated in the Master Agreement for NETRIN and for the Client. No changes to these Terms of Use or any other obligation may be made verbally. If NETRIN chooses to change or update these Terms of Use, it will send the updated version to the Client through the communications address indicated in the Master Agreement.
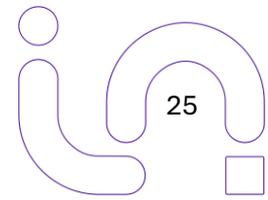
10 General Provisions

10.1 These Terms of Use shall be an integral part of the Master Agreement, but the conditions set forth herein shall be considered valid, binding, and effective for NETRIN and the Client in any case of use of the Platform's solutions, including in testing or demonstration stages that precede the signing of the Master Agreement.

10.2 Invalidity or ineffectiveness of any provision of these Terms of Use shall not affect the others, which shall remain valid and effective.

10.3 In the event of a conflict between any provision of these Terms of Use and the Master Agreement entered into between NETRIN and the Client, the provisions of the Master Agreement shall prevail. However, these Terms of Use and their updates prevail with respect to previous verbal or written proposals, understandings, or agreements between the Client and NETRIN.

10.4 NETRIN's eventual omission concerning any breach by the Client or third parties regarding these Terms of Use shall not be construed as a waiver and shall not prevent NETRIN from exercising any right provided for in these Terms of Use, including with regard to any subsequent or related breaches.

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10.5   These Terms of Use shall be interpreted in accordance with the laws of the Federative Republic of Brazil. Unless otherwise provided for in the applicable Contract Term, the Court of the District of São Leopoldo, in Rio Grande do Sul State, is appointed to settle any disputes arising from these Terms of Use, expressly waiving any other, however privileged.

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