TERMS OF USE AND GENERAL CONDITIONS

WE payments

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This document establishes the Terms of Use and General Conditions applicable to the services provided by WEpayments as an electronic money issuer and payment initiator, binding for all legal entities that hold an account with WEpayments.

The user declares that they have had prior and timely access to this Term and agree with all conditions established herein and applicable to WEpayments services.

If the User has signed the Terms or the Payment Intermediation and Management Service Agreement, this instrument will be considered complementary and must be interpreted in accordance with the referred document.

For any questions regarding the Services provided by WEpayments or the terms herein, please contact us through our Support Channels.

These Terms of Use and General Conditions may be periodically updated due to legal, regulatory, or strategic reasons.

It is the User's sole responsibility to review these Terms of Use and General Conditions. WEpayments may notify the User of significant changes through notices on the website's main page and/or by email.

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1. DEFINITIONS

For understanding and interpretation of these Terms of Use and General Conditions, the following definitions are adopted, applicable in both singular and plural forms:

- **SUPPORT CENTER:** Channels made available by WEpayments to Users for clarification of doubts, with contact details and working hours provided in the WEpayments System.
- **GRAPHIC/TRANSACTIONAL ACCOUNT**: A system with specific functionalities for the management and intermediation of transfers and payments.
- **WEPAYMENTS PLATFORM**: WEpayments' platform that allows transactions and provides information to the USER through access via an individual login and password, defined by the USER.
- **SERVICES:** Services provided via the WEpayments Platform, including the management of the WEpayments Account and other potential services offered by WEpayments.
- **TUCG:** Set of Terms of Use and General Conditions of the WEpayments System, including respective annexes, amendments, and internal policies, outlining the terms and conditions to be observed by both the User and WEpayments for the use of the WEpayments System.
- **USER**: Legal entity holding a WEpayments Account.

2. OPENING A WEPAYMENTS ACCOUNT

2.1. Any legal entity interested in opening a WEpayments Account and using the Services provided by WEpayments must send a request to https://wepayments.com/pt/contato/ .

After receiving the information, our Support team will:

- Review the provided details.
- Forward your request to one of our sales executives.
- The sales executive will contact you as soon as possible to guide you through the next steps and help optimize your operations for efficiency and growth.

Upon completion of this initial step, service pricing will be presented. If the client chooses to proceed with account opening, registration will begin. This requires submitting the requested documentation via an electronic form and the following registration details:

- Corporate name;
- Bylaws;
- TAX ID;
- Address;
- Documentation of legal representatives (passport, and proof of address).
- Bank details;
- License, if applicable;
- Estimated annual turnover;
- Active website;
- Policies that include information on PLD/CFT and KYC mechanisms.

2.2. The User is responsible for providing accurate and truthful information and for promptly updating registration details. If WEpayments finds that the provided information is incomplete, incorrect, false, or outdated, and if the User fails to submit additional requested information and documents, WEpayments may block the User's account and/or terminate the Service Agreement and these Terms.

2.3. The registration mentioned above will only be considered valid if the company is legally constituted according to applicable laws and properly represented by its legal representative.

2.4. Upon receiving the requested documents, WEpayments will conduct a due diligence process following market standards. Based on this analysis, WEpayments may approve or reject the request to open a WEpayments Account.

2.5. By taking any action towards opening a WEpayments Account, the User declares that they have read and understood the contents of these Terms, are aware of all the obligations established herein, and explicitly agree to them.

3. CHANGES AND VALIDATION OF REGISTRATION DATA

3.1. The User must notify any changes to their registration data, including their representatives, within a maximum period of 2 (two) business days.

3.2. From time to time, the User may be required to validate the registration data provided to confirm its accuracy and validity, including by submitting documents requested by WEpayments. Failure to comply may result in the temporary blocking of the WEpayments Account until the issue is resolved.

The User acknowledges and agrees that WEpayments may consult databases to validate the information provided by the User.

Verification of documents and/or consultation of databases by WEpayments does not constitute a certificate of regularity for any purpose, nor does it exempt the User from complying with the obligations set forth in this Term.

4. USER OBLIGATIONS

4.1. By contracting the Services, the User unconditionally agrees to comply with all clauses of these Terms and any additional conditions and rules established by WEpayments and communicated to the User.

4.2. The User agrees to comply with all applicable laws, regulations, and norms. WEpayments is not responsible for any infractions or non-compliance by the User.

4.3. The User is solely responsible for keeping their access password to the WEpayments System confidential and must enable two-factor authentication (2FA). Any operation carried out using the User's WEpayments Account will be considered legitimate and performed by the User.

4.4. The User must immediately notify WEpayments of any loss, theft, or misplacement of their access password. WEpayments is not responsible for any unauthorized transactions carried out before receiving and confirming the communication.

4.5. The User acknowledges that service availability may be interrupted due to technical issues, preventive or corrective maintenance, or reasons beyond WEpayments' control. WEpayments is not responsible for any transactions that cannot be completed during periods of unavailability.

4.6. The User is responsible for keeping their registration and contact information updated.

5. WEPAYMENTS ACCOUNT

5.1. The User may use their WEpayments Account to manage funds, as outlined in the commercial proposal or contract/agreement signed by both parties. The User expressly and irrevocably authorizes WEpayments to make credit, debit, and refund entries in their WEpayments Account as stipulated in these Terms, without prior consultation or any other formal requirement.

5.2. The User may review the transaction history and balance of their WEpayments Account via the WEpayments Platform.

5.3. The functionalities available in the WEpayments System may be reduced or modified at any time without prior notice.

5.4. The User is solely responsible for operations carried out through the WEpayments System, including the correct input of recipient details for fund transfers. WEpayments is not responsible for any losses resulting from incorrect transactions or errors in the provided details.

5.5. The User may request the withdrawal of their WEpayments Account balance at any time, transferring the amount to another account owned by them. If there are pending debits in the WEpayments Account, the respective amounts, including applicable fees, will be deducted before the transfer is processed.

5.6. Transactions carried out through the WEpayments System must comply with these Terms and any other operational and security rules established by WEpayments. Simulated or fictitious transactions are strictly prohibited.

5.7. The User may not use their WEpayments Account for:

- illegal activities or actions that violate existing laws or regulations;
- Activities that the User knows or should know are prohibited;
- Fraudulent or deceptive activities.

5.8. All incoming and outgoing transactions from the User's WEpayments Account are subject to WEpayments' approval. Even after approval, transactions may be suspended or canceled if irregularities are detected or if WEpayments determines that such transactions pose a risk to the User, other system users, or WEpayments itself.

5.9. Transactions will only be processed if there are sufficient funds in the User's WEpayments Account to cover the amount and applicable fees.

5.10. If a transaction is deemed irregular or unauthorized by WEpayments for any reason, it will be automatically canceled, and any debited amount will be refunded to the User's WEpayments Account or another method specified by WEpayments.

5.11. Transfers will be processed only on business days during banking hours.

6. ACCOUNT CANCELLATION

6.1. The User may request the closure of their WEpayments Account at any time by contacting cs@wepayments.com.br. When making the request, the User must provide:

- Full name and company name;
- TAX ID linked to the account;
- Reason for cancellation (optional, but helps improve our services).
- Once the request is received, our support team will:

-Confirm receipt of the request;

- Forward the information to the department responsible for deactivating the registration;

- Keep the User updated on the process until completion.

6.1.1. If the balance of the User's WEpayments Account is blocked for any reason or if there are pending debit entries, including but not limited to payments and fees scheduled for the same or future dates, the account cancellation will only take effect after the release of the block and/or the settlement of the debits.

6.2. WEpayments may terminate the account if severe irregularities are found in the information provided, such as cases where the CNPJ/CPF is classified by the Brazilian Federal Revenue Service as:

(i) Suspended;

(ii) Canceled; or

(iii) Null.

The account may also be closed in case of non-compliance with these Terms or with the contract/agreement signed between the parties.

6.3. WEpayments may also close the User's account in the following cases:

(i) Bankruptcy, judicial or extrajudicial recovery of either party;

(ii) Serious violation of any clause in these Terms or other related agreements, if not remedied within 30 (thirty) days of prior notice;

(iii) Awareness of legal violations related to the purpose of these Terms;

(iv) Breach of the terms herein;

(v) Use of the WEpayments platform for illegal purposes or activities that indicate fraud;

(vi) Execution of irregular or suspicious transactions;

(vii) Introduction of new taxes that make the continuity of the service infeasible; or

(viii) Use of the WEpayments platform without a valid license when required by regulation.

6.4. The parties are responsible for maintaining an updated email address for contact. If WEpayments is unable to reach the User due to an outdated email, the communication will be considered delivered, and the Terms will be deemed terminated, with the account closed.

7. FEES AND CHARGES

7.1. The fees and charges applicable to these Terms and to transactions made with the WEpayments Account are specified in the agreement signed between the parties and on the WEpayments platform.

7.2. WEpayments may change the applicable fees and charges at any time or introduce new remuneration models for the services provided, with prior electronic communication to the User.

8. TRANSACTION SECURITY

8.1. The User agrees to comply with all security requirements issued by WEpayments, ensuring compliance by employees, service providers, and third-party contractors when applicable.

8.2. The User must comply with all applicable regulations on the prevention and combating of money laundering and terrorist financing, including those established by Law No. 9,613/1998 and the Financial Activities Control Council, and collaborate with regulatory authorities by providing legally required information.

8.3. WEpayments may, at its sole discretion and without prior notice, block the User's WEpayments Account for security and fraud prevention purposes in the following cases:

- Indications of fraud or illegal activity;
- Transactions inconsistent with the User's profile;
- Transactions outside the established limits;
- Difficulty verifying the User's details.

8.4. For PIX transactions, funds may be blocked for up to 72 hours as per regulations. For credit card transactions, WEpayments may hold a reserve

amount in the User's account to cover potential chargebacks, as outlined in an applicable annex.

9. PROCESSING OF PERSONAL DATA

9.1. WEpayments will use the information provided by the User in accordance with its Privacy Policy, available on its website.

9.2. WEpayments acknowledges and guarantees that:

(i) It processes Users' Personal Data in compliance with Data Privacy Laws;

(ii) It adheres to transparency requirements as stipulated by Data Privacy Laws;

(iii) It adopts best market practices in the storage and security of Personal Data;

(iv) It implements and maintains physical, technical, and organizational security measures to ensure the protection of Personal Data.

9.3. The User may exercise their rights by directly contacting the WEpayments Data Privacy department via email atprivacidade@wepayments.com.br.

9.4. Upon the completion of data processing—whether due to the achievement of its purpose, expiration of the processing period, request by the Data Subject, or a determination by the National Data Protection Authority (ANPD)—the parties commit to deleting or anonymizing the Personal Data in accordance with Article 16 of Law No. 13,709/2018 (LGPD).

9.5. WEpayments, as a payment institution regulated by the Central Bank of Brazil, complies with Resolution No. 6/2023 issued by the Central Bank.

9.6. In compliance with this Resolution, WEpayments will share transaction data processed with institutions authorized by the Central Bank for fraud prevention purposes. Such data sharing will adhere to the limits and guarantees established by applicable law, particularly the General Data Protection Law (LGPD).

9.7. WEpayments commits to maintaining effective internal policies to ensure the integrity, confidentiality, and security of shared information, respecting

confidentiality obligations and ensuring that data sharing does not violate fair competition practices.

10. TERM AND TERMINATION CONDITIONS

10.1. These Terms shall remain valid indefinitely.

10.2. These Terms may be terminated and the Services canceled at any time and at no cost:

(a) By the User, upon request for cancellation of their WEpayments Account, as provided in Section 6;

(b) By WEpayments, under the conditions outlined in Section 6.

10.3. These Terms shall be immediately terminated in the event of bankruptcy, judicial or extrajudicial recovery, or insolvency of either party.

10.4. WEpayments may immediately terminate these Terms without prior notice in the following cases:

(a) If the User fails to comply with any provisions of these Terms or any other agreements signed between the parties;

(b) If the User engages in or attempts to engage in fraudulent or illegal transactions using their WEpayments Account;

(c) If the User damages the reputation of WEpayments or any company within its economic group;

(d) If the User provides false or outdated information;

(e) If there are insufficient funds in the User's account to cover applicable fees.

10.5. In cases where illegal activity is suspected, WEpayments may withhold funds until an audit of the transactions is completed, without any compensation or reimbursement to the User.

10.6. Upon termination of these Terms, both parties remain obligated to fulfill any pending obligations up to the effective termination date.

11. CONFIDENTIALITY

11.1. Except as provided in the Privacy Policy and other clauses of these Terms, each party agrees to maintain absolute confidentiality regarding all information they have access to or acquire concerning transactions carried out on the WEpayments platform and other Users.

11.2. By accepting these Terms, the User expressly authorizes WEpayments to:

(a) Provide authorities with any requested information related to the User and their transactions;

(b) Notify the Financial Activities Control Council (COAF) regarding transactions that may be classified as suspicious under anti-money laundering laws;

(c) Share the User's registration data with payment market institutions, in compliance with applicable regulations.

11.3. The confidentiality obligations set forth herein remain in effect even after the termination of these Terms.

11.4. Failure to comply with confidentiality obligations will subject the violating party to liability for damages suffered by the other party and third parties, in addition to legal penalties.

12. INTELLECTUAL PROPERTY

12.1. The User acknowledges that the WEpayments platform and all its components belong to WEpayments. All intellectual property rights, including copyrights, trademarks, software, graphics, logos, and designs, are owned or licensed by WEpayments and are protected by applicable laws.

12.2. The User agrees not to disclose, copy, modify, transfer, or reproduce the WEpayments platform, nor to create any derivative product or service that seeks to replicate the WEpayments platform.

12.3. WEpayments grants the User a non-exclusive, limited-use license to access and use the platform solely for the purposes outlined in these Terms, without access to the platform's source code or internal structure.

12.4. The granted license does not allow the User to resell the system, collect or use product information, or make derivative use of the system.

13. FINAL PROVISIONS

13.1. These Terms must be interpreted jointly with any agreements signed between WEpayments and the User.

13.2. Failure by either party to enforce any provision of these Terms shall not constitute a waiver of such provision or any rights under these Terms.

13.3. WEpayments may modify these Terms at any time by notifying the User. The modifications shall take effect immediately upon notice.

13.4. The provisions of these Terms apply to and bind the User's successors, who shall be responsible for compliance.

13.5. If any provision of these Terms is deemed invalid or unenforceable, the remaining provisions shall remain unaffected.

13.6. These Terms are governed by Brazilian law. Any disputes shall be resolved in the courts of Curitiba, State of Paraná.

14. SERVICE CHANNELS

CUSTOMER SERVICE

E-mail for WE customers: cs@wepayments.com.br

For END USERS

email for END USERS: ajuda@wepayout.com.br

Help Center (chat or form): - https://ajuda.wepayments.com.br/kb

Operational hours:

Chatbot or form:Monday to Friday - 9 am to 6 pm (Brasilia time)

Telephone: Monday to Friday - 1pm to 4pm (Brasília time)

OMBUDSMAN

Service via e-mail: ouvidoria@wepayments.com.br

Monday to Friday, from 9 a.m. to 6 p.m.

Telephone service: 0800 887 0615

Monday to Friday, from 2 to 4 p.m.

wepayments.com

instagram.com/wepayments/

linkedin.com/company/wepayments

The brand '**WEpayments**' and the domain '**wepayments.com**' represent a Brazilian payment institution that offers local and cross-border products, some available only to specific industries or countries.

We recommend that users read the Privacy Policy and service restrictions on the compliance page carefully. If you have any questions, please contact us. For complaints, use the **ombudsman channel**.