TERMS OF USE AND PRIVACY POLICY OF GOWD INSTITUIÇÃO DE PAGAMENTO LTDA.

Effective date of this Policy: 04.04.2025

The purpose of this agreement is to explain the rules and conditions that will govern the relationship between GOWD INSTITUIÇÃO DE PAGAMENTO LTDA. ("GOWD") and users for the use of payment services and tools that allow the user ("USER") to purchase products and/or services from a given Site (as defined below) and to carry out other financial transactions and/or services ("GOWD SERVICES"). In addition, GOWD establishes the privacy policy that will govern its actions in dealing with User information.

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

1. DEFINITIONS

1.1. For the purposes of this Policy, the following are considered:

(i) "Affiliates": any and all companies directly or indirectly controlled by GOWD, or companies that directly or indirectly control GOWD, or companies that are under common control with .

(ii) "Feature": GOWD's application, link and/or program, already implemented and/or to be implemented in the future, through which part or all of GOWD's Services are provided.

(iii) "Internet Protocol Address (IP Address)": the code assigned a Terminal on a network to allow the User to be identified, defined according to international parameters.

(iv) "Internet": the system consisting of a set of logical protocols, structured on a global scale for public and unrestricted use, with the purpose of enabling data communication between terminals via different networks.

(v) "GOWD Services": means the services defined in the preamble to this Policy.

(vi) "Site": is the provider of products and/or services that uses the Functionality for the purpose of providing the GOWD Services.

(vii) "Terminals": computers, notebooks, netbooks, smartphones, tablets, palm tops and any other devices that connect to the Internet.

(viii) "User": any natural person who uses the GOWD Services, over the age of eighteen (18) or emancipated, fully capable of performing the acts of civil life, or the absolutely or relatively incapable, duly represented or assisted.

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

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

1.4. By using the GOWD Services, the User agrees that GOWD may unilaterally modify this Policy at any time without prior notice.

1.5. The service fees may also be modified without prior notice, at which time the User declares that he/she is aware that any change to these fees will occur at the request of the Site from which the User acquires his/her products and/or services or by legal determination.

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

2.1. The User consents to, agrees with and fully accepts the provisions of this Policy when using the GOWD Services. GOWD's Services are provided in accordance with this Policy, so the User should only use GOWD's Services if he or she fully agrees with this Policy.

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

3. USE OF GOWD SERVICES

3.1. GOWD needs certain information from the User in order to identify him/her and enable payment for the purchase of products and services on the Site and, where applicable, to provide other services and enable financial transactions. This User Information is used to protect the User and improve the provision of GOWD's Services.

3.1.1. GOWD's Services are available on the Sites via boleto bancário, deposit, bank transfers, credit cards, PIX and digital wallets, and in all cases GOWD will be listed as the beneficiary of the payments. In the event that GOWD outsources the recipient of payments, GOWD undertakes to inform the User in advance.

3.2. In the event of using the deposit and/or bank transfer services, the User will be directed to a GOWD page, where they will need to provide information on the order number, type of service (whether via deposit or bank transfer), branch number, account number, name of the account holder, CPF number of the account holder, voucher number, date and time of the voucher, as well as sending the proof of payment document.

3.2.1. GOWD hereby informs you that the average processing time for payments via deposit and/or transfer is 30 (thirty) minutes after all the necessary information has been sent in accordance with Clause 3.2 above.

3.2.2. Occasionally, in addition to the information required in Clause 3.2, other information may be requested from the User, and payment processing will only take place once this additional information has been provided.

3.2.3. If there are inconsistencies in the data (whether personal, transfers/deposits/payments or other), the processing time will be considered to be sufficient to resolve the inconsistencies.

3.2.4. In the case of deposits, bank transfers or payment of bank slips that take place after the close of banking hours, processing may only take place on the working day following the deposit, transfer or payment.

3.2.5. The User hereby declares that he/she is aware that all processing carried out, by whatever means available on the GOWD platform, will only take place after proof of payment by the User.

3.2.6 If the user uses a digital account to pay the boleto, it will be cleared in at least one working day.

3.3. If you use the boleto bancário service, you will be directed to a GOWD page where you will need to fill in information such as your name, e-mail address, social security number and personal telephone number.

3.3.1. Other information may be required from Users.

3.3.2. GOWD informs you that the average processing time is 30 (thirty) minutes after the payment is made, and in the case of using any digital bank the average processing time is one working day, subject to the conditions set out in clauses 3.2.2, 3.2.3, .2.4 and 3.2.5.

3.4. The User declares that he/she is aware that the deadlines for clearing payments may change without prior notice:

i) GOWD systems are down for whatever reason;

ii) banking systems are down for whatever reason;

iii) the payment made by the User occurs on weekends or national or municipal holidays;

3.5. As mentioned above, in order for the User to use GOWD's Services, it will be necessary to register on the Site's "checkout" page, or, as the case may be, create an account on GOWD's Services page, providing some personal registration data, including but not limited to: full name, telephone number, address, e-mail address, social security number, etc. In addition, the User will enter their financial information on the Site, inter alia, current account details and credit card number. Other registration data to identify the User and/or access the Site and/or GOWD's Services, as the case may be, may be requested if necessary to identify the User, at which time the registration will only be considered completed and the User able to use the services once the additional information has been sent. Personal data, financial information and other registration data are referred to as ("User Information").

3.5.1. The User undertakes to provide truthful information when registering for the Functionality, and shall be held civilly and criminally liable for the authenticity of the information and for any damage caused by such breach. The User also undertakes to update the data and information provided at the time of registration in the event of any change or alteration, as soon as such a change occurs.

3.5.2. The User declares that he/she is aware that the use of the services may be suspended until he/she has updated his/her registration data, and exempts GOWD from any responsibility for the impossibility of using the services until he/she has updated his/her data.

3.6. GOWD shall be responsible for the safekeeping of User Information when such safekeeping is required due to the provision of the GOWD Services, legal and/or regulatory obligations, in particular the General Data Protection Laws and the rules of the Central Bank, as applicable. It will also be responsible when the maintenance is necessary to comply with a court order or within the scope of judicial and/or administrative proceedings and third-party inquiries arising from the activities carried out by the User on the Site and/or on the pages of the GOWD Services.

3.7. GOWD may offer the User access to the GOWD Services via any of the Terminals, always depending on the accessibility of the partner Sites. The clauses of this Policy apply to all accesses and uses by mobile devices and also to accesses via Terminals on the Site.

3.8. In order to comply with certain legal obligations, GOWD reserves the right to impose limits on the number of monthly, weekly or daily transactions to be carried out by the User, to monitor the transactions carried out by the User and/or to open the necessary information to regulatory bodies for the purposes of protecting GOWD itself and its partners.

3.8.1. The imposition of limits on the number of monthly, weekly or daily transactions is independent of prior notice and can occur at any time.

3.8.2. Limits can be imposed on both the number of transactions and the amount.

3.9. When you use a GOWD Service, GOWD may receive information about your location, your device and your Internet Protocol Address (IP Address), including a unique identifier for your device. GOWD may use this information to provide location-based services, such as advertisements, search results and other personalized content, within the limits of current legislation.

3.9.1. Under no circumstances will the User have access to the source code of the Functionalities, as this is the property of GOWD.

3.10. The User hereby declares that he/she is aware that minor programming defects (bugs) are common to all computer programs, and exempts GOWD from any liability for damages arising from such bugs, whether existing or arising from the use of GOWD's Services.

3.10.1. GOWD's liability shall be limited to the value of the transaction that caused the damage to the User, and it shall not be liable for indirect, special, fines or damages arising from force majeure and/or acts of God.

3.11. In the event of use of the GOWD Services on behalf of a legal entity, by signing these Terms of Use and Privacy Policy, the User assumes responsibility for the legal representation of the legal entity in question and is liable for its actions.

3.12. The User declares to be aware and acknowledges that GOWD:

(i) It does not act or replace specialized consultants and advisors in the contracting of financial services, even if such services are indicated on the Website;

(ii) It is not responsible for the financial decisions that the User may make through the Functionalities; and

GOWD is not responsible for the fees, quotations, deadlines and other terms relating to the services and products indicated on the Third Party Site. For the sake of clarity, GOWD is only and solely responsible for the fees, quotes and terms when indicated in the Features for the performance of GOWD Services.

3.13. The User declares that he/she is aware and acknowledges that withdrawals may be credited within 3 (three) working days of receipt of the request by Gowd.

(i) The User acknowledges that withdrawals will only be made within the period mentioned in the heading of this article if all personal and bank details are correct and the beneficiary of the transaction is the User him/herself.

3.14. The User may request support in the event of faults and/or defects in the GOWD Services, which will always be carried out remotely by accessing the e-mail address https://Gowd.com/ in the "Support" section.

4. CHARGEBACK POLICY

4.1. The User is aware and agrees that, if approved by the Site, Gowd will refund the amounts within a maximum of three (3) working days.

4.2. The period of 03 (three) working days mentioned in Clause 4.1 will be counted from the moment all the data necessary to effect the refund is sent.

4.2.1. The data required for the refund consists of:

- Full name of the account holder;
- CPF or CNPJ holder;

- Bank;
- Branch and Current Account (the same as the one used to make the transfer or the one used to pay your boleto);
- PIX account key: (the same as the one used to make the transfer or the one used to pay your boleto);
- Proof of payment;

4.3. If any of the data described in Clause 4.2.1 is not , the deadline for returning the amounts may be altered, at which point the deadline of 03 (three) working days will be counted from the time the missing data is provided.

4.4. The three (03) business day period may be changed if the Site does not pass on the amounts to Gowd, at which time the User will be informed of the new chargeback period.

4.5. For credit cards, the chargeback will also depend on the chargeback policy of the card operator, at which point it may take longer than 03 (three) working days.

5. PRIVACY POLICY

The purpose of this Policy is to provide clear and complete information on the Processing of the Personal Data of the USER, collaborators and partners to which GOWD may have access as a result of the use of the Services provided by GOWD within the scope of the Gowd System.

This Policy has been drawn up in accordance with Law No. 13.709/18 ("General Personal Data Protection Law") and Law No. 12.965/14 ("Civil Rights Framework for the Internet") and demonstrates GOWD's commitment to data protection and the privacy of its USERS, guaranteeing that the processing of personal data will only serve to enable the development of its activities and the provision of quality services, subject to the terms of the applicable legislation.

In the event that the USER is a legal entity, the conditions set forth in this Policy shall apply to any natural persons who may be identified or identifiable as a result of the processing of the data provided by the USER.

For further information and rules on the use of the services provided by GOWD, the USER should consult the applicable Contract.

All the definitions set out in Clause 5.1 of the Contract shall apply to this Policy in an ancillary manner.

5.1. Acceptance of this Policy

By using the GOWD Services and/or adhering to the Contract, the USER expressly declares that: (i) they have read this Policy carefully, (ii) they are aware of all its terms and conditions; and (iii) they provide their express consent to the Processing of their Personal Data by GOWD. If the USER does not agree to the Processing of their Personal Data in the manner set out in this Policy, they must refrain from using the GOWD System.

5.2. Definitions

5.2.1. Without prejudice to other definitions contained in this Policy and in the Contract, the words and expressions indicated below, whenever used by the first capital letter, shall have the following definitions:

"Payment Account": graphic account made available, now or in the future, by GOWD, through which USERS can execute their transactions.

"Contract": electronic contract that regulates the rules, conditions and limits of the services to be provided by GOWD to the USER as a result of the use of the Gowd System, including the opening of a Payment Account and the movement of funds.

"Technical Usage Data": information that GOWD processes as a result of the use of the mobile device, computer or other device that the USER uses to access the GOWD System. Technical Usage Data shows how the USER uses the service provided by GOWD, including the IP address, statistics on how pages are loaded or viewed, the websites the USER has visited and browsing information collected through cookies or similar technology.

"Anonymized Data": information that, alone or together with other Anonymized Data, does not allow the identification of a person, taking into account the use of reasonable technical means available at the time of its processing.

"Device Information": data that may be collected automatically from any device used to access the Gowd System. This information may include, but is not limited to, the type of device, the device's network connections, the device's name, the device's IP address, information about the device's browser and the internet connection used to access the Gowd System, Geographic Location Information and information about the applications downloaded on the device.

"Personal Data": personal data is any information relating to natural persons that allows them to be identified. This may include a person's name, address, telephone number, e-mail address, current or savings account number, date of birth, affiliation and official document number (e.g. card, passport, CPF/ME, among others).

"Geographic Location": information that identifies the USER's location through, for example, latitude and longitude coordinates obtained by GPS, Wi-Fi or cellular location triangulation. The Gowd System may request permission to share the USER's current location. If the USER does not agree with this collection of Geographic Location information, the Gowd System may not work properly.

"Processing": any operation carried out with the USER's Personal Data, by reason of the collection, production, reception, classification, use, access, reproduction, transmission, distribution, processing, archiving, storage, elimination, evaluation or control of the information, modification, communication, transfer, diffusion or extraction.

"USER": legal entity or natural person who provides their own Personal Data or that of their authorized representatives, agents or agents to execute payment instructions, for Processing by GOWD.

5.3. Information collected

5.3.1. GOWD processes the minimum Personal Data necessary for the USER to use the set of Services provided by GOWD, and which enable the opening of a Payment Account, its loading by one of the methods provided for in the Contract (including payment by credit or debit card) and the transfer of funds through the system ("Gowd System").

5.3.2. In order to be accredited to the Gowd System, the USER must provide the Personal Data requested by the registration form, including, but not limited : (i) full name; (ii) company name or corporate name; (iii) CPF/ME or CNPJ/ME number; (iv) telephone number; (v) home or head office address; (vi) affiliation; (vi) e-mail address; and (vii) other information that is necessary for the USER to be properly identified.

5.3.2.1. The Registration form only asks for the data necessary to open a Payment Account and to provide the services offered by GOWD.

5.3.3. In order to prevent fraud, illicit transactions and guarantee the authenticity of the information provided, other Personal Data not contained in the Registration form may be requested, as well as the sending of documents that allow confirmation of the data provided by the USER.

5.3.4. GOWD will ask USERS to fill in the financial data required to provide its services, which may include: (i) credit and/or debit card number used by the USER, validity and security code; (ii) bank account identification data held by the USER, containing name, bank institution number, branch number, number of account current or account savings; (iii) information about a transaction; (iv) other information associated with the transaction, such as its value, Device Information, Technical Usage Data, Geographic Location; as well as personal data of USERS, which may include full name, e-mail, telephone, mother's name, date of birth, ID, CPF, among others.

5.3.4.1. Data relating to the USER's card will only be collected when using the Gowd System, using equipment or systems designed to capture card transactions. Card data will only be processed to enable the payment transaction to be carried out with accreditors, issuers and brands. This data will not be stored by GOWD.

5.3.4.2. The following will be subject to indefinite storage by GOWD in relation to USERS: (i) full name, (ii) e-mail address, (iii) telephone number,

(iv) mother's name, (v) date of birth, (vi) ID, (vii) CPF; and, with regard to transactions, their amounts, in addition to (i) for card purchases, their respective last 4 digits as well as the identification of the flag, and (ii) for Pix, the respective key, the name of the bank, branch, account and name of the holder.

5.3.4.3. The USER's financial data is collected through the Platform, in encrypted form, and may be stored, subject to the applicable legal and regulatory provisions. This collection may take place through GOWD's partner, a payment service provider (in which case GOWD will not have access to this data), or by GOWD itself.

5.3.5. GOWD may collect and store other USER Personal Data in order to (i) comply with a requirement established by law or issued by the competent authorities; (ii) prevent fraud and illicit transactions; (iii) guarantee the authenticity of the information provided; and (iv) receive and process communications, calls and exercise USER rights.

5.3.5.1. This information and the processing of personal data will be subject to good faith and the strict principles of purpose, adequacy, necessity, free access, data quality, transparency, security, prevention, non-discrimination, and responsibility and accountability.

5.3.6. GOWD may request other documents and information that are necessary for the provision of services or the development of GOWD's activities. This additional information and documents may be stored by GOWD for the period necessary to fulfill the purposes for which they were collected, to the extent and in strict compliance with the legal provisions and the provisions of this Policy.

5.3.7. GOWD may store the USER's Personal Data and other information when there is a legitimate interest on the part of GOWD and in order to comply with a legal requirement or one issued by the competent authorities.

5.3.7.1. If the Payment Account is closed, GOWD may store and process the Personal Data in accordance with this Policy, adopting appropriate measures to anonymize the Personal Data, whenever possible and in accordance with current legislation.

5.3.7.2. The anonymized data of the USER will be treated in such a way that the respective holder cannot be identified, considering the use of reasonable and available technical means at the time of its treatment.

5.3.8. GOWD's website and internet services may collect Device Information, Technical Usage Data and Geographic Location of the USER for the purposes described in this Policy.

5.3.8.1. GOWD's websites and internet services may collect cookies (files recorded on your computer to obtain browsing information within the website) to confirm your identity and improve usability and browsing. If the USER does not agree with their use, they can disable the use of this function using their browser options.

5.4. Sharing and use of Personal Data

5.4.1. The USER's Personal Data may be used by GOWD for the formation of a register and database through the Processing of Personal Data, preserving the confidentiality, individuality and identification of the USER.

5.4.2. In order to improve its Services, GOWD may process Device Information and Technical Usage Data. This information will be anonymized, i.e. it will not make it possible to identify the particular USER.

5.4.3. The USER's Personal Data may also be shared by GOWD with (i) third parties contracted to provide computing, data transfer and cloud hosting services, provided that such third parties maintain the same standard of privacy and security applied by GOWD and are contractually obliged not to access the content, process or share the information, except upon express orders from GOWD; (ii) GOWD's group companies; (iii) GOWD's third-party service providers, including but not limited to foreign exchange service providers and others who collaborate with to provide services of GOWD; and (iv) institutions financial. These third parties may only use Personal Data to enable the Services provided by GOWD to be carried out, subject to the provisions of this Policy.

5.4.3.1. Contracted third parties are responsible for complying with and applying the rules and requirements of the PCI DSS, which apply to all entities involved in card payment processes - including merchants, processors, acquirers, issuers and service providers. The PCI DSS also applies to all other entities that store, process or transmit cardholder data (CHD) and/or sensitive authentication data (SAD).

5.4.3.2. The Payment Card Industry Data Security Standard (PCI DSS) was developed to encourage and enhance the security of cardholder data and promote the widespread adoption of consistent data security measures worldwide.

5.4.3.3. PCI DSS comprises a minimum set of requirements to protect account data and can be enhanced by additional controls and practices to further mitigate risks, as well as local, regional and industry standards and laws. In addition, legal or regulatory requirements may demand specific protection for personal information or other data elements. The PCI DSS does not replace local or regional laws, government standards or other legal requirements.

5.4.4. GOWD may also be obliged, by law or by order of the competent authorities, to disclose the USER's Personal Data.

5.4.5. The data from the transfers of funds and Personal Data may be used by GOWD for the preparation of surveys and statistics aimed at analyzing the efficiency of the Platform, the number of USERS, the total amount of debts paid, among others, provided that such Personal Data is anonymized or in the form of total figures for the creation of statistics, so as not to

identify the USER. The conclusions and results of these surveys may be shared or disclosed by GOWD at its discretion, as they do not contain Personal Data.

5.4.6. GOWD will process the USER's Personal Data in order to operate the Gowd System and provide the services in the following cases:

a) To send or request payments and/or transfers, as applicable;

b) Authenticate the USER's access to their Payment Account;

c) Communicate with the USER about the use of the Gowd System or Services;

d) Create a connection between the Payment Account and another third-party account or platform;

e) Check the identity of the USER;

f) Keep your Personal Data up to date and your Payment Account active;

g) Monitor and analyze the USER's behavior, especially the volume of purchases and signs of fraud, in relation to the use of the Gowd System, the Services and the Payment Account;

h) To verify the identity of the USER in order to manage risks and protect the Gowd System, the Services and the USER against fraud. The risk and fraud prevention tools will use Personal Data, Device Information and Technical Usage Data; and

i) Comply with the obligations set out in the Contract, applicable laws and regulations;

5.4.7. Except as provided in the clauses above, GOWD will not disclose, share, sell or use any Personal Data of the USER, its partners and collaborators with third parties or for commercial purposes other than those described in this Policy.

5.5. Advertising

5.5.1. The USER's e-mail address provided when filling in the Registration form will be used as a means of communication by GOWD, solely for sending information about the Gowd System, requesting documents and information related to the Registration form.

5.5.2. GOWD does not use third party services to send emails on its behalf. If the USER receives e-mail that they believe has not been sent by GOWD, they must refrain from taking any action and contact GOWD immediately to confirm its veracity.

5.5.3. The USER declares that he/she is aware and agrees that, in order to verify the execution of any Transaction in his/her Payment Account, as well as to consult the loading, balance and movement of funds in the Payment Account, he/she must always access the Platform and check the information made available by GOWD; not serving as proof the mere receipt of any communication by other means of communication (including e-mail, WhatsApp, telephone and SMS).

5.6. Storage

5.6.1. The Personal Data collected by GOWD is stored on secure servers, in encrypted form, using constantly updated information security measures. The information will be kept confidential and all possible measures will be taken against loss, theft, misuse, alteration and unauthorized access.

5.6.2. Personal Data related to Registration will be stored for as long as the USER maintains an active registration and uses GOWD services. This Personal Data may also be stored for an

additional period of 05 (five) years, for the specific purpose of producing evidence, or even for a longer period than that defined herein, for the purposes of compliance with legal or regulatory obligations by GOWD.

5.6.3. Personal Data related to the USER's access to GOWD's website and internet services may be stored by GOWD for up to 06 (six) months, in accordance with current legislation.

5.6.4. Anonymized information that does not identify the data subject may be stored indefinitely for statistical purposes.

5.6.5. GOWD employs advanced security standards, including firewalls, antivirus and other software that help protect against hackers or leakage of stored Personal Data. Although GOWD is dedicated to protecting the Platform, the USER is responsible for protecting and maintaining the privacy of their registration and Personal Data. GOWD is not responsible for Personal Data that the USER shares with third parties.

5.6.6. To the extent permitted by applicable law, GOWD shall not be liable for unlawful violations of its Platform that compromise its database and the Personal Data of USERS, nor shall it be liable for the misuse of Personal Data obtained on the Platform in a fraudulent or unlawful manner.

5.6.7. In the event of a suspected or confirmed breach of the Platform or loss of the USER's Personal Data, GOWD will use its best efforts and take immediate measures to eliminate or reduce the risk of damage to the USER, as well as inform potentially affected USERS and the competent authorities of such fact, as well as of the risks involved and the measures adopted to avoid such damage.

5.7. Changes to the Privacy Policy

5.7.1. This Policy will be reviewed periodically by GOWD to adapt it to the provision of Services to the USER, through the exclusion, modification or insertion of new clauses and conditions and will be informed to the USER, and the updated version may be consulted at any time by the USER, by accessing the link: https://payments.Gowd.com/politica-de- cookies/.

5.7.2. If the USER does not agree with the changes, he/she may request the cancellation of his/her registration with GOWD.

5.7.3. Registration and/or continued use of the GOWD Platform and Services by the USER will be interpreted as agreement and acceptance of the current version of the Policy, including the latest changes made, which will become fully applicable.

5.8. USERS' rights

5.8.1. The USER is allowed, at any time, within the limits of the applicable data protection legislation, to exercise the rights to: (i) confirmation of the existence of processing of Personal Data of that USER; (ii) access to Personal Data; (iii) correction of incomplete, inaccurate or outdated Personal Information ; (iv) anonymization, blocking or elimination of unnecessary, excessive or processed Personal Data in disagreement with the provisions of applicable legislation; (v) portability of Personal Data to another service provider upon express request and observing the commercial and industrial secrets of GOWD, in accordance with the regulations of the competent authority; (vi) deletion of Personal Data processed on the basis of the USER's consent, except in the exceptions provided for in the applicable legislation;

(vii) information on the public and private entities with which GOWD has shared the USER's Personal Data; (viii) information on the possibility of not providing consent and on the

consequences of refusal, when a given processing operation is based on the USER's consent; and (ix) revocation consent, in accordance with the applicable legislation.

5.8.1.1. In the event of deletion of their Personal Data, as referred to in item 5.8.1.(vi) above, the USER will not be able to use the Gowd System.

5.8.2. The rights may be exercised by sending a written request from the USER, accompanied by proof of their identity, to the address indicated in the preamble of the Policy, addressed to the GOWD Data Protection Officer.

5.8.3. GOWD may contact the USER to confirm their identity before fulfilling the request, which will only be approved upon confirmation of the USER's identity.

5.9. Clarification of doubts

5.9.1. Any questions regarding this Policy or requests regarding the rights of USERS can be sent to GOWD's Data Protection Officer, by e-mail: dpo@Gowd.com, .or directly on the website https://payments.Gowd.com/

6. VIOLATIONS

6.1. The User may not carry out the following actions due to or through the use of the Website and/or GOWD Services under penalty of civil and criminal liability:

(i) any unlawful acts and/or violation of current legislation, including the provisions of Law 9.613/98; and

(ii) any acts which, directly or indirectly, in whole or in part, may cause damage to the Site or to GOWD and/or to any third party.

(iii) acts contrary to morality and good customs;

(iv) violation of the rights of third parties, including confidentiality and privacy rights;

(v) acts that cause or lead to the contamination or damage of any equipment of GOWD, its Affiliates and/or third parties, including by means of viruses, trojans, malware, worm, bot, backdoor, spyware, rootkit, or any other devices that may be created;

(vi) defraud and/or use the GOWD Services for the purpose of committing any type of fraud that harms the Site, GOWD or any third party;

(vii) engage in any act that directly or indirectly, in whole or in part, may cause damage to GOWD, its Affiliates, any User and/or any third party; and

(viii) use any corporate name, trademark, domain name, slogan or advertising expression or any distinctive sign or intellectual property asset owned by GOWD and/or its Affiliates.

7. RESPONSIBILITIES

7.1 The User is solely responsible:

(i) for the veracity and updating of all User Information;

(ii) for any and all acts or omissions performed by him/her from his/her access to the Internet, the Site and/or the Functionalities, where applicable; and

(iii) for compensation for any and all damages, direct or indirect (including those arising from the violation of any rights of other users, third parties, including intellectual property rights, confidentiality and personality), that are caused to GOWD, or to any

third party, including as a result of non-compliance with the provisions of this Policy or of any act practiced from your access to the Internet, the Site and/or Functionalities, as the case may be.

7.2 The User shall have the right to consult, free of charge, the form and the entire content of his/her personal data stored in GOWD's database and always to have his/her consent to the use of User Information for purposes other than those already provided for in this document. The deadline for providing this information will be informed upon request.

7.3 Under no circumstances will GOWD be liable:

(i) for any act or omission carried out and/or damage caused by the User arising from access to the Website and/or the Features;

(ii) for the improper use of the Site and/or the Functionality by any User;

(iii) through links and website(s) of partners/third parties, the User being subject to the terms of use and privacy policies of the respective website(s);

(iv) failures, technical impossibilities or unavailability of the system and/or GOWD Functionalities due to the fault of the User, third parties, acts of God or force majeure; and

(v) the installation of viruses, trojans, malware, worms, bots, backdoors, spyware, rootkits, or any other devices that may be created as a result of the User browsing the Internet, on the User's equipment or that of third parties.

7.4 GOWD may, by itself or by third parties, at any time and for any reason, at its sole discretion, without the need for any prior or subsequent notice or notification to any User, without prejudice to initiating the appropriate legal measures, suspend or limit the use of the GOWD Services and/or access to the Features, terminate the account of any User, at any time, in the Features and/or take other measures that it deems necessary for compliance with this Policy and for the proper functioning of the Website and/or the Features.

7.5 GOWD may also suspend or limit the use of the GOWD Services and/or access to the Features, terminate the account of any User in the event of non-compliance with the terms of this Policy or non-compliance with a legal obligation and refuse to open an account and/or register for the use of its services.

8. INTELLECTUAL PROPERTY

8.1. It is owned by GOWD:

(i) any and all software or Features used in the provision of GOWD Services;

(ii) the visual identity of the Functionalities (including the graphic-visual art design of any of their pages);

(iii) the company name, trademark, domain name, slogan or advertising expression or any distinctive sign of its ownership inserted in the Features; and

(iv) all and any content created and produced by GOWD, by itself or by third parties, which may not be used, in any way or form, by the User.

9. TOLERANCE

9.1. Tolerance of any User's failure to comply with any of the provisions of this Policy shall not constitute a waiver of the right to demand compliance with the obligation, nor shall it constitute forgiveness or alteration of the provisions hereof.

10. DURATION OF THIS POLICY AND CHANGES TO THE USE OF GOWD SERVICES AND TO THE TERMS OF USE AND PRIVACY POLICIES

10.1. The period of validity of this Policy begins on the date of its publication on the GOWD website, with the date specified in the preamble to this Policy, and ends on the date on which the Policy is unilaterally altered or updated by GOWD. Any change and/or update to this Policy shall take effect from the date of its publication on the GOWD website and/or in the Feature, as the case may be, and shall be fully complied with by the User regardless of notification.

10.2. GOWD, at any time, in its sole discretion and without the need for any prior or subsequent notice to any User or third party, may:

(i) suspend, cancel or discontinue the GOWD Services and access to the Features and

(ii) remove, alter and/or update all or part of the GOWD Services and/or the Features, as well as their respective contents and/or this Policy.

11. LEGISLATION AND JURISDICTION

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