

Last Updated: February 25, 2021.

TERMS OF SERVICE

Please read these Terms of Service (the “Agreement”) carefully. Your use of the Service (as defined below) constitutes your consent to this Agreement.

This Agreement is between you and INTER MARKETPLACE INTERMEDIACÃO DE NEGÓCIOS E SERVIÇOS LTDA. (“Company” or “we” or “us”) concerning your use of (including any access to) the Marketplace. (together with any mobile applications (“Apps”) and websites (“Sites”) through which we make the service available, the “Service”). This Agreement hereby incorporates by this reference any additional terms and conditions posted by the Company through the Service, or otherwise made available to you by the Company.

BY USING THE SERVICE, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT.

THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH IN SECTION 19 BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR ANY OTHER COURT PROCEEDINGS, OR CLASS ACTIONS OF ANY KIND.

1. Changes. We may change this Agreement from time to time by notifying you of such changes by any reasonable means, including by posting a revised Agreement through the Service. No such changes will apply to any dispute between you and us arising before we posted the revised Agreement incorporating such changes, or otherwise notified you of such changes.

Your use of the Service following any changes to this Agreement will constitute your acceptance of such changes. The “*Last Updated*” legend above indicates when this Agreement was last changed. We may, at any time and without liability, modify or discontinue all or part of the Service (including access to the Service via any third-party links); charge, modify or waive any fees required to use the Service or offer opportunities to some or all Service users.

2. Jurisdictional Issues. The Service may not be appropriate or available for use in some non-U.S. jurisdictions. Any use of the Service is at your own risk, and you must comply with all applicable laws, rules and regulations in doing so. We may limit the Service’s availability at any time, in whole or in part, to any person, geographic area or jurisdiction that we choose.

3. Information Submitted Through the Service. Your submission of information through the Service is governed by the Company’s Privacy Policy, located at https://marketplace.bancointer.com.br/afiliados/termos/GoInter-PrivacyPolicy_ENG.pdf (the “Privacy Policy”). You represent and warrant that any information you provide in connection with the Service is and will remain accurate and complete, and that you will maintain and update such information as needed.

4. Rules of Conduct. In connection with the Service, you must not:

- Use the Service for any commercial purpose, or for any purpose that is fraudulent or otherwise tortious or unlawful.

- Harvest or collect information about users of the Service.
- Interfere with or disrupt the operation of the Service or the servers or networks used to make the Service available, including by hacking or defacing any portion of the Service; or violate any requirement, procedure or policy of such servers or networks.
- Restrict or inhibit any other person from using the Service.
- Post, transmit or otherwise make available through or in connection with the Service any materials that are or may be: (a) threatening, harassing, degrading, hateful or intimidating, or otherwise fail to respect the rights and dignity of others; (b) defamatory, libelous, fraudulent or otherwise tortious; (c) obscene, indecent, pornographic or otherwise objectionable; or (d) protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right, without the express prior written consent of the applicable owner.
- Post, transmit or otherwise make available through or in connection with the Service any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment (each, a "Virus").
- Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the Service except as expressly authorized herein, without the Company's express prior written consent.
- Reverse engineer, decompile or disassemble any portion of the Service, except where such restriction is expressly prohibited by applicable law.
- Remove any copyright, trademark or other proprietary rights notice from the Service.
- Frame or mirror any portion of the Service, or otherwise incorporate any portion of the Service into any product or service, without the Company's express prior written consent.
- Systematically download and store Service content.
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or otherwise gather Service content, or reproduce or circumvent the navigational structure or presentation of the Service, without the Company's express prior written consent. Notwithstanding the foregoing, and subject to compliance with any instructions posted in the robots.txt file located in the Site's root directory, The Company grants to the operators of public search engines permission to use spiders to copy materials from the Site for the sole purpose of (and solely to the extent necessary for) creating publicly available, searchable indices of such materials, but not caches or archives of such materials. The Company reserves the right to revoke such permission either generally or in specific cases, at any time and without notice.

You are responsible for obtaining, maintaining and paying for all hardware and all telecommunications and other services needed to use the Service.

5. Third-Party Vendors and Products. The Service may make available references and links (collectively, “Links”) to websites or mobile apps of third parties (each such third party, a “Third-Party Vendor”), and may also make available listings, descriptions and images of goods or services, gift cards, or related coupons, discounts or rebates (collectively, “Products”). Such Links and Products may be made available by the Company or by Third-Party Vendors, and may be made available for any purpose, including general information purposes. The availability through the Service of any Links or Products does not imply our endorsement of such Link or Product, or endorsement of or affiliation with the Third-Party Vendor. If you purchase any Products made available by Third-Party Vendors, you are purchasing directly from the Third-Party Vendor, not from the Company. WE ARE NOT A PARTY TO ANY TRANSACTION INVOLVING THIRD-PARTY VENDORS, OR LINKS OR PRODUCTS MADE AVAILABLE BY THIRD-PARTY VENDORS, NOR ARE WE THE ISSUER OR MERCHANT OF RECORD FOR ANY SUCH PRODUCTS OR LINKS. THE PURCHASE OF ANY SUCH PRODUCTS MAY BE SUBJECT TO ADDITIONAL TERMS AND CONDITIONS SET FORTH BY THE THIRD-PARTY VENDOR OR OTHER THIRD PARTIES, AND THE SALE, DELIVERY AND SUPPORT OF ANY SUCH PRODUCTS ARE SOLELY THE RESPONSIBILITY OF THE THIRD-PARTY VENDOR. WE ARE NOT RESPONSIBLE FOR EXAMINING OR EVALUATING, AND WE DO NOT WARRANT OR HAVE ANY RESPONSIBILITY OR LIABILITY FOR, ANY THIRD-PARTY VENDOR, ANY LINKS, OR ANY THIRD-PARTY VENDOR’S PRODUCTS OR OTHER OFFERINGS, OR THEIR ACTS OR OMISSIONS (INCLUDING THEIR MARKETING, SALES, DELIVERY OR SUPPORT PRACTICES, OR ANY MATERIALS AVAILABLE THROUGH THE LINKS, THEIR SITES OR APPS). THE COMPANY HAS NO RESPONSIBILITY OR LIABILITY FOR ANY DISPUTES BETWEEN YOU AND ANY SUCH THIRD-PARTY VENDOR OR OTHER THIRD PARTIES. YOU SHOULD CAREFULLY REVIEW THEIR PRIVACY STATEMENTS, TERMS AND POLICIES, INCLUDING TERMS OF SALE, TERMS OF USE, REFUND POLICIES AND SHIPPING POLICIES. We make no representations as to the completeness, accuracy, reliability, validity or timeliness of any Links or Product listings, descriptions or images (including any features, specifications and prices contained therein). Such information and the availability of any Link or Product (including the validity of any coupon or discount) are subject to change at any time without notice. Certain weights, measures and similar descriptions are approximate and are for convenience only. The actual colors you see will depend on your computer system, and we cannot guarantee that your computer will accurately display such colors. It is your responsibility to ascertain and obey all applicable local, state, federal and foreign laws (including minimum age requirements) regarding the purchase, possession and use of any Product.

6. Transactions. The purchase of any Products of Third-Party Vendors, including through any Links made available by the Company (a “Transaction”) will be subject to any terms and conditions set forth by the Third-Party Vendor, including any applicable refund and exchange policies. You agree to pay all charges incurred by you or on your behalf through the Service, at the prices in effect when such charges are incurred, including all shipping and handling charges. In addition, you are responsible for any taxes applicable to your Transactions. The Company will have no responsibility or liability with respect to the shipment or delivery of any Product. All delivery conditions and decisions, including terms for freight charges, will be the sole and exclusive responsibility of the Third-Party Vendor. You are responsible for filing any claims with carriers for damaged or lost shipments. Without limiting the foregoing, the Company reserves the right, including without prior notice, to discontinue making available through the Service any Links or Products.

7. Cashback. The Company may offer the opportunity for you to earn a partial refund of the amount paid by you for purchases of certain eligible Third-Party Vendors’ Products completed through the Service (“Cashback”). The opportunity to earn Cashback is offered at the Company’s sole discretion and is subject to your compliance with this Agreement. The Company reserves the right, including without prior notice, to discontinue Cashback or impose conditions on Cashback. The Company receives compensation for

referring buyers to certain Third-Party Vendors through the Links. Compensation received by the Company may play a part in whether Third-Party Vendors and Products appear on the Service, where they are placed, and how we promote them to you.

In order to earn Cashback, you must use the Links made available by the Company through the Service, and complete your purchase during the same shopping session you started after clicking the applicable Link. Cashback is earned on your net purchase amount, which excludes taxes, fees, shipping, gift-wrapping, discounts or credits, returns or cancellations, extended warranties and other similar items. Purchases of gift cards do not qualify for Cashback. Cashback amounts may vary by Third-Party Vendor and the category of Products, and may be subject to exclusions set forth by the Third-Party Vendors. The determination of whether a purchase made through a Third-Party Vendor qualifies for Cashback is at the sole discretion of the Company.

For clarity, you may not be entitled to receive Cashback if you (a) do not use the Link made available on the Service; (b) close the redirection tab or “log out” from the session; (c) visit other sites before completing your purchase; or (d) use coupons, gift vouchers or discount codes not issued or made available by the Company. Further, if you disable “cookies” on your computer, you will not be able to earn Cashback, because cookies are used to authenticate the user and verify users that are eligible for Cashback. ANY OTHER PURCHASES MADE WITH A THIRD-PARTY VENDOR THAT ARE NOT STARTED EXCLUSIVELY THROUGH LINKS AVAILABLE ON THE SERVICE WILL NOT BE ELIGIBLE FOR CASHBACK.

As a condition of payment of accrued Cashback, you must: (i) provide your valid, current and operational U.S. bank data; (ii) provide your full name, as registered in your applicable bank account; (iii) provide a valid email address that you own and are able to receive email; and (iv) provide a valid telephone number that you own and are able to receive calls. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT TO USE ANY BANK DATA, E-MAIL ADDRESS AND TELEPHONE NUMBER THAT YOU SUBMIT IN CONNECTION WITH CASHBACK. Additionally, you must not be a resident of a country subject to economic or trade sanctions by the U.S. State Department or U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”) or be listed as a “Specially Designated National,” a “Specially Designated Global Terrorist,” a “Blocked Person” or similar designation under the OFAC sanctions regime. You further agree to provide additional information we may reasonably request to verify your identity as a condition for receiving payment.

Cashback payments will be made in U.S. Dollars via wire transfer or other payment options as the Company may make available to you from time to time. You understand and agree that Cashback accrual rates may vary depending on the Third-Party Vendor’s policies and reporting schedules. For example, Cashback for travel-related purchases typically does not accrue until after travel has been completed. The Company reserves the right to delay payment for any purchase based on changes to Third-Party Vendor’s policies, or to modify the payment schedule, at any time and without notice. The Company will not be responsible for Cashback payments delivered to the wrong person, account or address through no fault of the Company, or for payment errors made by you or any payment partners. Please be aware that it may take up to one hundred twenty (120) days to receive Cashback payments (or longer as described in this Agreement or at the Company’s sole discretion).

We reserve the right to investigate any Transactions, referral activity, or interaction with the Service we believe, in our sole discretion, violates the terms and conditions of this Agreement. We further reserve the right to delay or withhold payment of, or rescind, any Cashback, or bar further Cashback awards if we

believe, in our sole discretion, that you have engaged in any fraudulent activity, or have abused the Service, including by engaging in a pattern of returning Products after the corresponding Cashback has been credited, or by making fraudulent referrals. Any failure to comply with this Agreement, any fraud or abuse relating to the accrual or receipt of Cashback or other rewards or bonuses, or any misrepresentation of any information furnished to the Company by you or anyone acting on your behalf may result in the forfeiture of any accrued Cashback. Any suspected or actual cases of fraud activity may be escalated and reviewed in accordance with our fraud process. The Company's decisions in any such process are final.

8. Submissions. Service visitors may make available certain materials (each, a "Submission") through or in connection with the Service, including on profile pages or on the Service's interactive services, such as forums and messaging functionality, and including through the provision of transactions or other financial information. The Company has no control over and is not responsible for any use or misuse (including any distribution) by any third party of Submissions. IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONALLY IDENTIFIABLE OR OTHER INFORMATION PUBLICLY AVAILABLE THROUGH THE SERVICE, YOU DO SO AT YOUR OWN RISK.

9. License. For purposes of clarity, you retain ownership of your Submissions. For each Submission, you hereby grant to us a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify and otherwise use, analyze and exploit such Submission, in any format or media now known or hereafter developed, and for any purpose (including promotional purposes, such as testimonials).

In addition, if you provide to us any ideas, proposals, suggestions or other materials ("Feedback"), whether related to the Service or otherwise, such Feedback will be deemed a Submission, and you hereby acknowledge and agree that such Feedback is not confidential, and that your provision of such Feedback is gratuitous, unsolicited and without restriction, and does not place the Company under any fiduciary or other obligation.

You represent and warrant that you have all rights necessary to grant the licenses granted in this section, and that your Submissions, and your provision thereof through and in connection with the Service, are complete and accurate, and are not fraudulent, tortious or otherwise in violation of any applicable law or any right of any third party. You further irrevocably waive any "moral rights" or other rights with respect to attribution of authorship or integrity of materials regarding each Submission that you may have under any applicable law under any legal theory.

10. Monitoring. We may (but have no obligation to) monitor, evaluate, alter or remove Submissions before or after they appear on the Service, or analyze your access to or use of the Service. We may disclose information regarding your access to and use of Service, and the circumstances surrounding such access and use, to anyone for any reason or purpose.

11. Your Limited Rights. Subject to your compliance with this Agreement, and solely for so long as you are permitted by the Company to use the Site, you may view one (1) copy of any portion of the Site to which we provide you access under this Agreement, on any single device, solely for your personal, non-commercial use.

12. The Company's Proprietary Rights. We and our suppliers own the Service, which is protected by proprietary rights and laws. All trade names, trademarks, service marks and logos on the Service not owned by us are the property of their respective owners. You may not use our trade names, trademarks, service marks or logos in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. Nothing contained on the Service should be construed as granting any right to use any trade names, trademarks, service marks or logos without the express prior written consent of the owner.

13. Third Party Materials; Links. The use of the Service is dependent upon certain third-party products and services. In addition, the Service may make available access to certain third-party products, services and offers, as well as other information, products, services and other materials made available by third parties, including Submissions and Products, or allow for the routing or transmission of such materials, including via links. All such third-party products, services and material are referred to as "Third Party Materials."

We neither control nor endorse, nor are we responsible for, any Third Party Materials, including the accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness or safety of Third Party Materials, or any intellectual property rights therein. Certain Third Party Materials may, among other things, be inaccurate, misleading or deceptive. Nothing in this Agreement will be deemed to be a representation or warranty by the Company with respect to any Third Party Materials. We have no obligation to monitor Third Party Materials, and we may block or disable access to any Third Party Materials (in whole or part) through the Service at any time. In addition, the availability of any Third Party Materials through the Service does not imply our endorsement of, or our affiliation with, any provider of such Third Party Materials, nor does such availability create any legal relationship between you and any such provider.

YOUR USE OF THIRD PARTY MATERIALS IS AT YOUR OWN RISK AND IS SUBJECT TO ANY ADDITIONAL TERMS, CONDITIONS AND POLICIES APPLICABLE TO SUCH THIRD PARTY MATERIALS (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF THE PROVIDERS OF SUCH THIRD PARTY MATERIALS).

14. Promotions. Any sweepstakes, contests, raffles, surveys, games or similar promotions (collectively, "Promotions") made available through the Service may be governed by rules that are separate from this Agreement. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with this Agreement, the Promotion rules will govern.

15. DISCLAIMER OF WARRANTIES. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: (A) THE SERVICE AND ANY THIRD PARTY MATERIALS ARE MADE AVAILABLE TO YOU ON AN "AS IS," "WHERE IS" AND "WHERE AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY; AND (B) THE COMPANY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICE AND ANY THIRD PARTY MATERIALS, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. ALL DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE FOR THE BENEFIT OF BOTH THE COMPANY AND ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, LICENSORS, SUPPLIERS AND SERVICE PROVIDERS (COLLECTIVELY, THE "AFFILIATED ENTITIES"), AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK.

While we try to maintain the timeliness, integrity and security of the Service, we do not guarantee that the Service is or will remain updated, complete, correct or secure, or that access to the Service will be

uninterrupted. The Service may include inaccuracies, errors and materials that violate or conflict with this Agreement. Additionally, third parties may make unauthorized alterations to the Service. If you become aware of any such alteration, contact us at support@gointer.com with a description of such alteration and its location on the Service.

16. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: (A) THE COMPANY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE OR DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF SUBMISSIONS (INCLUDING UNAUTHORIZED INTERCEPTION BY THIRD PARTIES OF ANY SUBMISSIONS), EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; (B) WITHOUT LIMITING THE FOREGOING, THE COMPANY WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SERVICE OR FROM ANY PRODUCTS OR THIRD PARTY MATERIALS, INCLUDING FROM ANY VIRUS THAT MAY BE TRANSMITTED IN CONNECTION THEREWITH, ANY MANUFACTURING DEFECTS, THE QUALITY OR ANY CHARACTERISTICS OF THE PRODUCTS, ANY RETURNS, REPLACEMENTS OR REFUNDS THEREOF, OR FROM ANY TRANSACTIONS OR OTHER INTERACTIONS WITH THIRD-PARTY VENDORS OR THE PRODUCTS; (C) YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SERVICE OR ANY PRODUCTS OR THIRD PARTY MATERIALS IS TO STOP USING THE SERVICE; AND (D) THE MAXIMUM AGGREGATE LIABILITY OF THE COMPANY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL BE THE LESSER OF FIFTY U.S. DOLLARS (\$50) OR THE MAXIMUM CASHBACK AMOUNT YOU RECEIVED UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO SUCH LIABILITY. ALL LIMITATIONS OF LIABILITY OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE FOR THE BENEFIT OF BOTH THE COMPANY AND THE AFFILIATED ENTITIES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

17. Indemnity. To the fullest extent permitted under applicable law, you agree to defend, indemnify and hold harmless the Company and the Affiliated Entities, and their respective successors and assigns, from and against all claims, liabilities, damages, judgments, awards, losses, costs, expenses and fees (including attorneys' fees) arising out of or relating to (a) your use of, or activities in connection with, the Service (including all Submissions); (b) your transactions or other interactions with Third-Party Vendors; and (c) any violation or alleged violation of this Agreement by you.

18. Termination. This Agreement is effective until terminated. The Company may terminate or suspend your use of the Service at any time and without prior notice, for any or no reason, including if the Company believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. Upon any such termination or suspension, your right to use the Service will immediately terminate. Upon termination of this Agreement, the Company will have no obligation to pay to you any Cashback accrued but not yet paid by such termination date. Sections 4. 7. 9. 10. 12. 13. 15. will survive any expiration or termination of this Agreement.

19. Informal Dispute Resolution. We would like an opportunity to address your concerns without a formal legal case. Before filing a claim against the Company, you agree to try to resolve the dispute informally by submitting your request through our email: support@gointer.com. We will try to resolve the dispute informally by contacting you in writing via email. If a dispute is not resolved within thirty (30) days of submission through this form, you or the Company may bring a formal proceeding in accordance with Section 20 below.

20. Governing Law; Arbitration; Class Action Waiver. The terms of this Agreement are governed by the laws of the United States (including federal arbitration law) and the State of New York, U.S.A., without regard to its principles of conflicts of law, and regardless of your location. EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND THE COMPANY, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY AND YOU AGREE THAT THE COMPANY AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY. SUCH DISPUTES INCLUDE DISPUTES ARISING OUT OF OR RELATING TO INTERPRETATION OR APPLICATION OF THIS ARBITRATION PROVISION, INCLUDING THE ENFORCEABILITY, REVOCABILITY OR VALIDITY OF THE ARBITRATION PROVISION OR ANY PORTION OF THE ARBITRATION PROVISION. ALL SUCH MATTERS WILL BE DECIDED BY AN ARBITRATOR AND NOT BY A COURT OR JUDGE.

YOU AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION.

The arbitration will be administered by the American Arbitration Association under its Consumer Arbitration Rules, as amended by this Agreement. The Consumer Arbitration Rules are available online at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. The arbitrator's decision will follow the terms of this Agreement and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in this Agreement will preclude you from bringing issues to the attention of federal, state or local agencies and, if the law allows, they can seek relief against us for you.

21. Filtering. We hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available from https://en.wikipedia.org/wiki/Comparison_of_content-control_software_and_providers. Please note that the Company does not endorse any of the products or services listed on such site.

22. Information or Complaints. If you have a question or complaint regarding the Service, please send an e-mail to support@gointer.com. You may also contact us by writing to 1219, Barbacena Avenue, Belo Horizonte, MG, zip code 30190-924. Please note that e-mail communications will not necessarily be secure; accordingly you should not include credit card information or other sensitive information in your e-mail correspondence with us. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

23. Copyright Infringement Claims. The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on the Service infringe your copyright, you (or your agent) may send to the Company a written notice by mail or e-mail, requesting that the Company remove such material or block access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send to the Company a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See <http://www.copyright.gov/> for details. Notices and counter-notices must be sent in writing by mail to 1219, Barbacena Avenue, Belo Horizonte, MG, zip code 30190-924; or by e-mail to support@gointer.com.

We suggest that you consult your legal advisor before filing a DMCA notice or counter-notice.

24. Export Controls. You are responsible for complying with United States export controls and for any violation of such controls, including any United States embargoes or other federal rules and regulations restricting exports. You represent, warrant and covenant that you are not (a) located in, or a resident or a national of, any country subject to a U.S. government embargo or other restriction, or that has been designated by the U.S. government as a “terrorist supporting” country; or (b) on any of the U.S. government lists of restricted end users.

25. Miscellaneous. This Agreement does not, and will not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and the Company. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under this Agreement without restriction. No waiver by either party of any breach or default under this Agreement will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is for convenience only, and in no way defines or explains any section or provision. All terms defined in the singular will have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term “including” or variations thereof in this Agreement will be construed as if followed by the phrase “without limitation.” This Agreement, including any terms and conditions incorporated herein, is the entire agreement between you and the Company relating to the subject matter hereof, and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and the Company relating to such subject matter. Notices to you (including notices of changes to this Agreement) may be made via posting to the Service or by e-mail (including in each case via links), or by regular mail. Without limitation, a printed version of this Agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The Company will not be responsible for any failure to fulfill any obligation due to any cause beyond its control.

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