

TERM OF USE

DIGITRA.COM

This term of use describes the conditions applicable to the use of the services ("Term of Use") offered by DIGITRA.COM ATIVOS DIGITAIS LTDA, duly enrolled with the (CNPJ/MF) under No. 40.525.666/0001-88, with head office at ALAMEDA RIO NEGRO, 503, ADDRESS 2: 6TH FLOOR, Alphaville Centro I, Barueri - SP, ZIP Code: 06454-000, hereinafter referred to as "DIGITRA.COM", by means of its website www.digitra.com and respective subdomains, applications for smartphones and tablets and/or by application programming interface (API) provided ("Platform").

IMPORTANT: It is essential to read and accept this Term of Use and the Platform's Privacy Policy, as an integral part of this document, to use any Platform services. DIGITRA.COM also reserves the right to change, at any time, this Term of Use and related documents, aiming the improvement of the services provided, or for legal reasons.

1. ACCEPTANCE TO THE TERMS OF USE

- 1.1. **Acceptance.** The User, herein understood as any person, natural person or legal entity, who intends to use the services described in this Term of Use, must read carefully and fully the content of this Term of Use and, if he agrees with the provisions contained herein, he must express his free, express, informed and unequivocal consent to the contents of this document.
- 1.2. **Related terms.** The following documents are an integral and indivisible part of this Term of Use
 - Privacy Policy
 - Cookie Policy
 - Application Programming Interface License Agreement – API
- 1.3. **Regulation.** The applicable law to the matter, especially the Normative Instruction RFB No. 1888/2019, and the recommendations of the FATF (i) "Guidance for a Risk-Based Approach to Virtual Assets and Virtual Asset Service Providers"; and (ii) "Virtual Assets Red Flag Indicators of Money Laundering and Terrorist Financing", with a summarized version available in Portuguese for Users who request it through the customer service channel, are integral parts of this Term of Use.

2. USER REGISTRATION

- 2.1. **Eligibility.** To register on the Platform, the User must:
 - i. be at least eighteen (18) years old, must have civil capacity to enter into an agreement in accordance with the applicable law, or, if a minor, be authorized by the guardian, when he/she is a natural person;
 - ii. be a legal entity or organization with full legal capacity and authority to enter into this Term of Use;

- iii. not be acting on behalf of a hidden principal or a third-party beneficiary without providing information to DIGITRA.COM as set forth in this Term of Use;
 - iv. not have any prior suspension or removal from the Platform;
 - v. not be a person affiliated with the United States of America; and
 - vi. not be listed in restrictive and sanctioned lists according to the risk criteria adopted by the Platform.
- 2.1.1. Legal entity representative.** If the User is signing this Term of Use on behalf of a legal entity or organization of which he is a member, partner, shareholder, officer, manager, employee, agent, service provider or representative of any nature, he represents and warrants that he has full powers, legitimacy, authority and all the necessary rights to bind such entity, and shall present all the supporting documentation required by the Platform for his registration to be approved or maintained.
- 2.1.2. Authorization of the guardian.** Underage users must be duly authorized before the Platform to use its services. DIGITRA.COM may block minors' access or require written authorization.
- 2.2. Registration.** The registration is done by filling out the online form available at the Platform's home page. Besides filling out the form, if the User wishes to have full access to the services and functionalities available on the Platform, he must supply additional information and supporting documents as indicated in the appropriate section of the Platform. Users that choose to supply all the information and do not send the documents considered mandatory will suffer restrictions on transactions on the Platform, including, but not limited to, the purchase and sale of cryptoassets, electronic transfers in Brazilian Reais, deposit and withdrawal of cryptoassets in custody, among others.
- 2.2.1. Registration of legal entity.** The registration of legal entities or organizations as Users must necessarily be carried out by a legal representative duly authorized to do so. The Platform may request the submission of documents to prove such powers. If no such documents are submitted, the Platform may refuse to register at its sole discretion.
- 2.2.2. Individuality of the registration.** Each User may only keep one single registration on the Platform. If more than one registration is verified for the same person, one or all of these registrations may be suspended or cancelled at DIGITRA.COM discretion.
- 2.2.3. Registration update.** The User hereby represents that all information provided is true, current and complete at the time of registration, being responsible for any error, omission or bad faith. In case of error, the User shall immediately request the rectification of the information on the Platform. The User is also obliged to keep all the information updated, and DIGITRA.COM may request, at any time and at its sole discretion, the updating of the User's registration with the respective presentation of supporting documents and, as the case may be, condition the continued use of the Platform to the completion of the registration update.
- 2.2.4. Ideological falsehood and other crimes.** The supply of false information or the undue use of third-party data in one's own name constitutes a crime of ideological falsehood, as defined by Decree-Law No. 2,848/1940, which institutes the Penal Code. Nevertheless, this action may be considered a crime by other types present not only in the Penal Code, but also in special law. In any of these cases, DIGITRA.COM may suspend or definitively cancel the User's access to the Platform, without prejudice to taking the other administrative and judicial measures that are assured by the law in force.
- 2.2.5. Refusal, suspension and cancellation of registration.** DIGITRA.COM reserves the right to refuse any registration request and to suspend or cancel a registration already accepted, without prior communication, in the following cases:

- i. receipt of illegible documents or with reasonable doubts of its legitimacy;
- ii. breach of any provision of this Term of Use, the Privacy Policy, the Prevention of Money Laundering and Terrorism Financing Policy and any other rule or procedure integrating the internal controls, cybersecurity and perpetuity of the Platform;
- iii. impossibility of verifying the User identity or finding a falsehood in any of the information supplied by him;
- iv. presentation of risk by a User to the integrity of other Users or the Platform;
- v. verification of fraudulent practices or adoption of any behavior that, in DIGITRA.COM opinion, is incompatible with the policies of the Platform;
- vi. lack of civility in the relations among the Users themselves or between them and DIGITRA.COM or any relation that may, in any way, cause damage to third parties or to the Platform;
- vii. death of the User;
- viii. lack of business interest; or
- ix. unilateral termination.

2.2.6. Cancellation of orders. If the User's registration is suspended or cancelled for any of the reasons provided in this Term of Use, all its orders, agreements and actions not yet executed will be automatically cancelled.

2.3. Collected information. The information required for registration is found in a separate section of the Platform, and may include, but is not limited to: full name, e-mail address, contact information, telephone number, identity document, date of birth, taxpayer number, address, bank data. By providing this information, the User confirms that it is accurate and authentic and, even after registration, the User acknowledges and agrees that he must continue to ensure that the information remains true, complete and is updated in a timely manner in case of any discrepancies.

2.3.1. Purpose of collecting personal information. By registering on the Platform, the User agrees to share personal information requested for identity verification purposes. This information is used specifically for the detection of money laundering, terrorism financing, fraud and other economic crimes. We collect, use and share this information in accordance with the Privacy Policy, Internal Data Protection Policy, Law No. 13,709/2018, establishing the General Data Protection Law ("LGPD") and Regulation (EU) 2016/679 dated as of April 27, 2016, establishing the General Data Protection Regulation ("GDPR"). In addition to providing this information, to facilitate compliance with global industry standards, the User agrees to allow us to maintain a record of this information for the lifetime of his account, in addition to five (5) years after its termination.

2.3.2. Sharing personal information with third parties. The User also authorizes DIGITRA.COM to make inquiries, directly or through third parties, that are deemed necessary to protect the User and verify his identity. The queries are also intended to protect the company against possible economic crimes and follow the rules of the LGPD, GDPR and the Financial Action Task Force.

2.3.3. Issuing documents cost. The User shall be solely responsible for any expenses incurred during the maintenance of his registration on the Platform, including, but not limited to, the fees and costs for the issuance of certificates, vouchers before private companies or government authorities.

2.3.4. Data enrichment and fraud prevention. The User expressly agrees and authorizes DIGITRA.COM to verify the information in other sources, including, but not limited to, public or private databases, being able to enrich them with other information, including about judicial or administrative proceedings and procedures, which will

also be used for the purposes of compliance with the applicable law and regulations, as well as for the execution of procedures for the prevention and combat of money laundering and terrorism financing.

- 2.4. Access Credentials.** Upon registering on the Platform, the User creates his credentials (login and password) that will grant him access to his account. This credential and related data are confidential and non-transferable, and shall not be informed by the User to any third party, being the User solely responsible for its safekeeping. The User agrees that he is responsible for taking the necessary security precautions to protect his own account and personal information.

- 2.4.1. Improper access by third parties.** If the User becomes aware that a third party has had access to this information, or the occurrence of any unauthorized use or access of his account, including any other breaches of the Platform's policies and rules, the User must notify DIGITRA.COM immediately, in addition to immediately requesting a password change on the Platform itself. It is the User's responsibility to observe the security, authentication, negotiation, charging, mechanism, deposit, withdrawal or any other procedures involving his account in the services offered in the Platform.

- 2.5. Account transaction.** Accounts may only be transacted by the person whose name is registered. DIGITRA.COM reserves the right to suspend, block or cancel accounts:

- i. transacted by persons other than those whose names are registered;
- ii. that present situations or transactions that are considered suspicious;
- iii. that have performed bank transactions with defects capable of compromising their legitimacy; and
- iv. that present complaints from victims of changed bank slip.

- 2.6. Prohibition of use.** By accessing and using the Platform, the User represents and warranties that he is not on any criminal, administrative, commercial or economic sanctions list, such as the UN Security Council Sanctions List, designated as "Specially Designated National" by OFAC (Office of Foreign Assets Control of the U.S. Treasury Department) or included in the "Denied Persons List" of the U.S. Department of Commerce.

- 2.7. Restriction by risk analysis.** DIGITRA.COM retains the right to select its Users, markets and jurisdictions in which to operate, and may restrict or deny the availability of services to certain persons, entities, or locations through its risk-based approach to virtual assets and virtual assets service providers.

3. PLATFORM SERVICES

- 3.1. Services description.** DIGITRA.COM offers its Users through the Platform services and functionalities for cryptoasset transactions, including intermediation of cryptoasset purchases and sales among Users. Cryptoasset Transactions are understood to be all those described in article 6, § 2 of Normative Instruction No. 1,888/2019 of the Federal Revenue Service of Brazil ("Cryptoasset Transaction"). DIGITRA.COM does not buy or sell cryptoassets. The activity of the Platform is to bring together Users who wish to trade in Cryptoassets and to offer functionalities to facilitate and secure these transactions.

- 3.1.1. Intermediation of transactions.** The User is solely responsible for the Cryptoasset Transactions carried out under his account on the Platform, and acknowledges and accepts that he does so at his own risk. The User also declares and agrees that DIGITRA.COM is not a party and must not be considered a party to any transactions made by Users through the Platform, and therefore is not responsible for the effective fulfillment of the obligations assumed by Users in these transactions. DIGITRA.COM only qualifies as an intermediary of such transactions.

- 3.1.2. Cryptoassets and electronic currencies.** Cryptoassets with the nature of cryptocurrencies or virtual currencies are not to be confused with the definition of

electronic currency given by Law No. 12,865/2013, which provides for the payment arrangements and payment institutions integrating the Brazilian Payment System (SPB) or with the regulation arising from normative acts issued by the Central Bank of Brazil – BCB, in accordance with the guidelines of the National Monetary Council – CMN. Electronic currency, therefore, is a way of expressing credits denominated in Brazilian Reais. In turn, the so-called virtual currencies (cryptocurrencies) are not referenced in Brazilian Reais, or in other currencies established by sovereign governments.

- 3.1.3. Fees and commissions.** Registration on the Platform is free. The User will only be subject to the fees presented in the trading section of the Platform. The value of all fees charged will be clearly presented to the User prior to their incidence so that the User can decide whether or not to carry out the transaction. If you decide to perform the transaction, the amount of the tariff will be due regardless of the withdrawal or undoing of the transaction. Any changes in DIGITRA.COM tariffs will be announced through the Platform. DIGITRA.COM reserves the right to adopt the pertinent judicial and extrajudicial measures to receive any amounts due to it.
- 3.2. Listing of cryptoassets.** DIGITRA.COM makes available its deposit, withdrawal, trading, sending, receiving and storage services only for the cryptoassets supported by the Platform. The choice of cryptoassets to be listed on the Platform is solely and exclusively DIGITRA.COM, and may be freely changed from time to time at its discretion. It will not be possible to store, send, or receive cryptoassets that are not supported by the Platform, or that are no longer supported by the Platform.
- 3.2.1. Unsupported cryptoassets.** The User acknowledges and accepts that, unless DIGITRA.COM expressly advises otherwise, the Platform does not support metacoins, colored coins, side chains, cryptocurrencies divided into processes known as hard forks, tokens, or any other forms of digital representation of value, including, but not limited to, those that interact with and/or supplement cryptoassets supported by the Platform.
- 3.2.2. Forks.** In particular, blockchain protocols are subject to sudden changes in their operating rules, called forks. Such forks may considerably affect the value, function and/or names of cryptoassets supported by the Platform. If possible, DIGITRA.COM will promote statements and positions about these events, in order to better inform the User's decision. However, it is entirely the User's responsibility to decide how to deal with future forks. When a fork occurs, there is the possibility of the suspension of certain transactions on the Platform, even without prior notice and/or prediction of an expected time for the normalization of transactions. DIGITRA.COM, at its sole discretion, may decide to support or not support one or all of the possible divisions resulting from a fork. If a cryptoasset resulting from a fork is not supported, the User will have no rights or access to the balance of the unsupported protocol. The User declares that he acknowledges the risks arising from forks.
- 3.3. Delisting of cryptoassets.** At its sole discretion, DIGITRA.COM may delist from the Platform any cryptoasset that:
- i. is deemed commercially unattractive;
 - ii. breaches or has features that potentially violate national, foreign and/or international regulations related to the prevention of money laundering and terrorism financing and rules related to the financial and securities market, among others;
 - iii. constitutes risk to the Users of the Platform and/or third parties; or
 - iv. fails to comply with the validation criteria used in its Listing Policy; or
 - v. for reasons of convenience and opportunity, it is considered impossible to maintain such cryptoasset securities on a listing, in accordance with the Company's internal rules.

- 3.3.1. Delisting procedure.** DIGITRA.COM shall notify all Users in the cases in which a certain cryptoasset is removed from the Platform, and the User holding the removed cryptocurrency shall request to withdraw the cryptoasset within thirty (30) calendar days.
- 3.4. Acceptance of risks.** DIGITRA.COM recommends that all transactions be carried out with caution, common sense and adequate level of understanding by the User participating in them. The User declares that he acknowledges and accepts the risks associated with the use of cryptoassets, including the possibility of changes from their current transaction, comprising:
- i. risk of fraud and pyramid schemes (Ponzi Scheme);
 - ii. risk of money laundering transactions and tax and/or currency evasion;
 - iii. service providers acting without observing the applicable law;
 - iv. operational risks in negotiation environments not monitored by regulatory agencies;
 - v. cyber risks associated with the management and custody of cryptoassets (among which are attacks on the infrastructure and systems, in such a way as to compromise access credentials and make access to the assets difficult or cause partial or total loss of the same);
 - vi. operational risk associated with cryptoassets and their systems;
 - vii. volatility associated with cryptoassets;
 - viii. liquidity risk associated with cryptoassets (i.e. the risk of not finding buyers/sellers for a certain amount of assets at the quoted price); and
 - ix. legal and operational challenges in cases of disputes with issuers, inherent to the virtual and cross-border nature of transactions involving cryptoassets.
- 3.5. Account crediting.** To begin trading on the Platform, the User may use any means of payment informed on the Platform to credit his account in Brazilian Reais, or perform a transfer of supported cryptoassets at a blockchain address generated on the Platform. Only means of payment or transfers from accounts in which the User is the account holder are accepted.
- 3.6. Trading rules.** When using the Platform, specifically on the multilateral system trading screens, for cryptoasset trading, the User is subject to the trading rules described herein.
- 3.6.1. Firm proposal.** Every buy or sell proposal entered on the Platform shall be considered firm as of the moment the User enters it. The User may only cancel a buy or sell order created before acceptance by the counterparty. The User declares to be aware that after acceptance of his order by another User, the cryptoasset buying and selling transaction will be automatically carried out by the Platform, in which case the cryptoassets and values in Brazilian Reais will be transferred between the parties. On the Platform it is also possible to perform exchange trades of different cryptoassets, subject to the same rule.
- 3.6.2. Chargeback.** If a transaction is executed, the User may not under any circumstances request the financial institution to chargeback the payment or bank transfer made to DIGITRA.COM, since the amount credited is automatically transferred to the counterparty in the transaction. Thus, DIGITRA.COM is unable to cover such reimbursement, since the cryptoassets related to this trade have already had their ownership transferred to another User.
- 3.6.3. Bad-faith trading.** The User must act in good faith in the trading made through the Platform. Therefore, it is expressly prohibited to use the Platform services to engage in market manipulation (such as "pump and dump", "spoofing", "front running", "layering", "wash trading", self-trading, "quote stuffing" schemes and forgery or stratification), regardless of there being a legislation applicable to the traded cryptoasset. In this case, the DIGITRA.COM reserves the right to retain funds, both in

Reais and in cryptoassets, suspend or cancel the User's account, as well as to take due administrative and judicial steps to protect its rights, those of other Users or third parties who have been harmed.

- 3.7. **OTC.** The DIGITRA.COM provides the services of direct trading of high volumes in the over-the-counter ("OTC") modality. Such service is not subject to the foregoing trading rules, and the DIGITRA.COM may be a party to the transaction. The contracting of this service should occur in the specific part of the Platform, and the User shall be subject to the same registration rules and other provisions of this Term of Use. Given its dynamic nature, the communication of orders for transaction may occur through channels outside the Platform, but always with mediation of a person authorized by the DIGITRA.COM to do so.
- 3.8. **Other services.** The DIGITRA.COM may offer other services in addition to cryptoassets brokering. The other services shall be regulated by own terms of use, to which this Term of Use may subsidiarily apply.
- 3.9. **Prohibition of international transfer.** It is expressly prohibited to carry out transactions with cryptoassets, or other related instruments that imply international transfers in foreign currencies without complying with the foreign exchange rules, especially carrying out transactions exclusively through institutions that have been authorized by the Central Bank of Brazil to operate in the foreign exchange market.
- 3.10. **Promotional actions.** The DIGITRA.COM occasionally perform promotional actions in order to attract new Users to increase engagement in the Platform. So, it may distribute gifts, tokens, coupons, discounts, sales, make contests with prizes, reward Users for indicating other Users or create any other benefit at any time, being only a unilateral commercial decision. These promotional actions do not constitute, therefore, any legal labor, service provision or partnership relationship of any kind between the DIGITRA.COM and the User.
- 3.11. **Restrictions and access issues.** The Platform services are available for access exclusively through the internet. To access the Platform services, the Users shall be equipped with the necessary and appropriate equipment, such as computer with a duly installed and licensed browser, as well as Internet provision services and access infrastructure. Accordingly, the Platform services are subject to disruptions, delays and issued inherent to the use of internet.

4. PRIVACY

- 4.1. **Information collection and processing.** There are two (2) forms of collecting the Users' information: (i) through registration made by the User itself in the Platform and (ii) through the use of cookies or other technology that enables to store information regarding the user's browsing. In some cases, we may use cookies and similar technologies to collect personal or other information that becomes personal if we combine it with other information.
- 4.2. In these cases, the DIGITRA.COM Privacy Policy, the Cookies Policy and the Data Protection Internal Policy shall apply in addition to the Term of Use.
- 4.3. The User is aware of and agrees to the collection, storage, processing and use of the information sent and/or transmitted by the User through those means, as established in this Term of Use, in the Privacy Policy, Cookies Policy and Data Protection Internal Policy.
- 4.4. **Data sharing with third parties.** The DIGITRA.COM preserves the Users' privacy and does not share their data and information with third parties, unless upon consent of the User, by operation of a legal or regulatory obligations, lawful interest, where required to enforce the provisions of this Term of Use (matching engine, communication channels, third-party APIs, prevention to fraud), legal or administrative order.
 - 4.4.1. **Data sharing with authorities.** The DIGITRA.COM adopts policies of prevention to money laundering, financing of terrorism, fraud and other financial crimes, in compliance with legal obligations mostly Law No. 7,492/1986, that defines the crimes against the national financial system, and Law No. 9,613/1998, that provides for the crimes of laundering or concealing of assets, rights and sums and prevention

of use of the financial system for the offenses provided in that law, among other applicable regulations. For that, the user's data may be shared with legal or administrative authorities without their express consent, but such sharing shall occur exclusively by operation of law or upon legal or administrative order.

- 4.5. Data processing abroad.** The User states to be aware of and consent to the international transfer and processing of their data in foreign servers.

5. PROHIBITED PRACTICES AND EXEMPTION OF LIABILITY

- 5.1. Prohibited practices.** The User, when accessing the Platform, is expressly prohibited from:

- i. Practicing or encouraging the practice of any illegal acts or activities;
- ii. Sending or receiving funds without proof of income or through illegal sources;
- iii. Taking advantage from system errors;
- iv. Collecting, storing and processing, by the User, any personal information of the other Users of the Platform;
- v. The use of the Platform by minors without authorization from the guardian, except emancipated minors, provided that supporting documents are presented and such condition is duly informed and approved through the Platform;
- vi. Practicing acts that may prevent the normal use or that may damage, disable, overload, worsen or in any other way change the Platform, computer devices of other Users, of the DIGITRA.COM or of any third parties, including, but not limited to, hardware and software, documents, files and content provided and/or stored in said devices.
- vii. Using any system, including, without limitation, "robots", "spiders", "scripts" or "offline readers" that access the Platform and may use it in a disloyal, manipulative manner or against the provisions of this Term of Use, the Privacy Policy and of the other rules that govern the use of the Platform, and the current legislation;
- viii. Using, without the platform's authorization, any system to send access requests and use of the Platform that exceeds, in a given period, what would be normally possible to meet, leading to denial of access, worsening or in any way changing the experience of use of the content contained in the Platform;
- ix. Using it for practicing:
 - a. Violations to the current legislation;
 - b. Exploitation of gambling, bets, etc.;
 - c. Union organization activities;
 - d. Political organization activities, except those authorized by law;
 - e. Exploitation of currency-activated machines of personal service;
 - f. Offer of discount cards;
 - g. Trafficking of weapons, persons, animals, etc.;
 - h. Money laundering;
 - i. terrorism;
 - j. Pornography, prostitution or pedophilia; or
 - k. Any kind of activity that may be considered as fraudulent or illegal.

- 5.2. CYBERSECURITY.** THE DIGITRA.COM SHALL USE ITS BEST EFFORTS TO, WITHIN THE RECOMMENDED SECURITY STANDARDS AND THE CURRENT APPLICABLE LAW, ENSURE THAT PERSONAL DATA INFORMED BY THE USERS ARE PROTECTED AND KEPT CONFIDENTIAL.

HOWEVER, THE DIGITRA.COM CANNOT GUARANTEE THAT THE PROTECTION AND SECURITY OF THE PLATFORM MAY NEVER BE BREACHED. UNDER SUCH CIRCUMSTANCES, THE USER AGREES THAT THE DIGITRA.COM SHALL NOT BE LIABLE FOR THE UNAUTHORIZED PRACTICE OF THIRD-PARTY ACTS THAT PROMOTE INTERCEPTION, EXCLUSION, CHANGE, MODIFICATION OR MANIPULATION OF THE PLATFORM'S CONTENT AND PERSONAL DATA, AND OTHER INFORMATION AND MATERIALS PROVIDED BY THE USERS.

5.3. EXEMPTION OF LIABILITY. THE DIGITRA.COM IS FREE FROM ANY LIABILITY REGARDING:

- i. LOSSES RESULTING FROM LOGIN AND PASSWORD SECRECY BREACH AND OTHER METHODS OF IDENTIFICATION AND SECURITY OF THE PLATFORM BY THE USER'S FAULT;
- ii. ANY LOSS OR DAMAGE RESULTING FROM UNDUE USE OF THE ACCOUNT BY THE USER OR THIRD PARTIES, WHETHER AUTHORIZED OR NOT BY THE USER;
- iii. LOSSES, DAMAGE OR LOSS OF PROFITS THAT THE USER MAY SUFFER DUE TO THE TRADING MADE OR NOT MADE THROUGH THE PLATFORM;
- iv. LOSSES, DAMAGE OR LOSS OF PROFITS CAUSED BY THE DELISTING OF ANY CRYPTOASSET;
- v. HELPING THE USER TO TRANSFER AND/OR SELL THE CRYPTOASSET NOT SUPPORTED OR THAT CEASED TO BE SUPPORTED;
- vi. FOR ANY VIOLATION OF INTELLECTUAL PROPERTY RIGHTS ON ANY CRYPTOASSET LISTED BY THE USER, MOSTLY NON-FUNGIBLE TOKENS (NFT). THE HARMED PARTY MUST NOTIFY THE DIGITRA.COM FOR DUE ACTIONS TO BE TAKEN;
- vii. FOR DIRECT AND/OR INDIRECT DAMAGES AND LOSSES OF ANY KIND, THAT MAY BE CAUSE DUE TO THE ACCESS AND USE OF THE PLATFORM, INFORMATION INCLUDED BY ITS USERS, INCLUDING DAMAGES RESULTING FROM LACK OF ACCURACY, VALIDITY AND AUTHENTICITY OF THE INFORMATION PROVIDED BY THE USERS REGARDING THEMSELVES, IN ADDITION TO THOSE RESULTING FROM SIMULATION OF A THIRD PARTY'S PERSONALITY BY A USER;
- viii. FOR USER'S DATA IRREGULARLY REGISTERED, MISUSE OF THE ACCOUNT AND SHARING OF LOGIN OR PASSWORD BY THE USER, WHETHER BY FAULT OR INTENT, THAT LEADS TO USE OF THE ACCOUNT BY AN UNAUTHORIZED THIRD PARTY AND EXPOSURE OF THEIR PERSONAL, TAX AND BANK INFORMATION (SOCIAL ENGINEERING, BLACKMAIL, PHISHING);
- ix. ISSUES IN THE USE OF PAYMENT MEANS THAT ARE UNDER THE USER'S RESPONSIBILITY, SUCH AS DELAY IN THE BANK CLEARANCE, TYPE ERRORS IN THE ACCOUNT, ISSUES WITH CARDS, AMONG OTHERS;
- x. FOR DAMAGES THAT MAY BE CAUSED BY SUSPENSION OF THE USER'S ACCOUNT;
- xi. FOR ANY DAMAGE OR LOSS SUFFERED BY THE USER DUE TO FAILURES IN THE INTERNET, SYSTEM OR SERVER USED BY THE USER, RESULTING FROM THIRD PARTY'S CONDUCT, ACTS OF GOD OR FORCE MAJEURE;
- xii. FOR THE PROVISION OF ANY SERVICES OR GOODS SOLD, ADVERSITED BY OR SIMPLY DIRECTED THROUGH THE PLATFORM OR ELECTRONIC ADDRESSES HELD THEREBY TO ADVERTISERS', SPONSORS' OR OTHER USERS' OR PARTNERS' WEBSITES;
- xiii. FOR DELAYS, LOSSES, ERRORS OR OMISSIONS RESULTING FROM FAILURE OF TELECOMMUNICATIONS OR ANY OTHER DATA TRANSMISSION SYSTEM AND CENTRAL FAILURE OF THE COMPUTER SYSTEM OR ANY PART OF IT TO THE PLATFORM;
- xiv. FOR ANY VIRUS THAT MAY ATTACK THE USER'S EQUIPMENT AS A RESULT OF ACCESS, USE OR BROWSING THE INTERNET OR AS A CONSEQUENCE OF TRANSFER OF DATA, FILES, IMAGES, TEXTS, VIDEOS OR AUDIO;

- xv. FOR ANY DAMAGE OR LOSS SUFFERED BY THE USER DUE TO FAILURES IN THE INTERNET, SYSTEM OR SERVER USED BY THE USER, RESULTING FROM THIRD PARTY'S CONDUCT, ACTS OF GOD OR FORCE MAJEURE;
- xvi. FOR DELAYS AND FAILURES IN THE OPERATIONS RELATED TO REGISTRATION OF USER'S RESPONSIBILITY, RELATED TO THE COMPLIANCE PROCEDURES, LEGAL OBLIGATIONS, REGISTRATION IN PUBLIC OR PRIVATE DATA BASES, REGULARITY OF DOCUMENTATION AND SERVICES AND BANK DEADLINES; AND
- xvii. FOR THE TAXES OR DUTIES THAT THE USER, BY LACK OF KNOWLEDGE OR ANY OTHER REASON, FAILS TO PAY TO THE REVENUE OFFICE AS A RESULT OF THE CRYPTOASSET TRADING TRANSACTION CARRIED OUT THROUGH THE PLATFORM.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. **Intellectual property.** The DIGITRA.COM and/or its parent, controlled companies, branches or subsidiaries reserve all rights, including intellectual and industrial property rights, associated to their services, websites, computer applications and mobile devices, such as smartphones and tablets, the content of their screens, programs and data bases, networks, codes, development, software, architecture, hardware, content, information, technology, integration phases, functionalities, domains, archives that enable the User to access and create their account, sales tools, marks, patents, copyrights, industrial models, trade names, among others, and state they are protected by the national and foreign laws in force.
- 6.2. **Reproduction prohibited.** In no event the User shall have any kind of right on them, except to use the DIGITRA.COM service as provided in this Term of Use. The undue use or use against the current regulations on the intellectual and industrial property rights of the DIGITRA.COM, as well as their full or partial reproduction, is prohibited, except when authorized in writing by it.
- 6.3. **Third party links.** The Platform may contain links to third-party websites. Notwithstanding, as the DIGITRA.COM does not have control over these sites, it shall neither be liable for the content, materials, actions and/or services provided by them nor for direct or indirect losses and damages caused by the use of such sites. The presence of links to other sites does not imply a partnership, relationship, approval or backing by the DIGITRA.COM to such sites and their content.
- 6.4. **Reverse engineering.** The User further undertakes not to practice "reverse engineering", transmit, publish, disclose or create works derived from any material to which they may have access in the Platform, which they must assume to be protected by intellectual property rights, regardless of any additional written guidance in that sense and/or when the disclosure of such materials is not authorized by its author or by the holder of its intellectual property rights. This prohibition does not include uses permitted by the limitations and exceptions to intellectual property rights, in the strict sense conferred by the current legislation.

7. AGREEMENT TERMINATION

- 7.1. **Account Suspension.** The User agrees that the DIGITRA.COM shall be entitled to immediately suspend his account (and any other account belonging to entities or affiliates, or further of associated suspects), freeze the funds in all of those accounts and suspend his access to the DIGITRA.COM by any reason, including if there is a suspected breach of this Term of Use, the Privacy Policy, or any applicable laws and regulations. The User agrees that the DIGITRA.COM shall not be responsible for any modification, suspension, permanent or temporary termination of their account, partial or full access to the Platform services.
- 7.1.1. **Notice of fraud.** The foregoing applies if the DIGITRA.COM is notified by a financial institution that a certain bank transaction or bank-issued invoice related to the User is considered result of fraud.

- 7.2. Maintenance of data.** The DIGITRA.COM shall be entitled to maintain and use the transaction data or other information related to those accounts. The account control may also apply to the following cases:
- i. The account being subject to a legal or administrative proceeding, criminal investigation or other pending litigation;
 - ii. Communication by a financial institution or other regulated financial market entity that the funds received through the Platform are a result of fraud;
 - iii. Detection of unusual or suspected activities in the account;
 - iv. Detection of unauthorized access to the account; and
 - v. By court order or command from a regulatory/governmental authority.
- 7.3. Termination.** The DIGITRA.COM shall have the right to terminate this agreement unilaterally, cancelling the User's account, and shall have the right to permanently block the access to the Platform.
- 7.4. Closing of the account.** If the account is closed, the registration and transaction information necessary to meet the data retention standards shall be safely stored for five (5) years. Additionally, if a transaction is not completed during the account closing procedure, the DIGITRA.COM shall be entitled to notify the counterparty regarding the situation.
- 7.4.1. Remaining balance.** All the remaining balance shall be paid immediately after the payment of all outstanding charges to the DIGITRA.COM (if any), the user shall have five (5) business days to withdraw all funds from the account. If the funds are not withdrawn within the established period, the DIGITRA.COM shall start to collect a monthly custody fee equivalent to five per cent (5%) of the amount held in custody. Regarding funds kept after the closing of the account due to fraud, violation of law or violation of these terms, the DIGITRA.COM shall keep full custody of the User's funds and data/information that may be delivered to the governmental authorities in case of suspension/closing of the account as a result of fraud, violation of laws or the rules and policies of the Platform.
- 7.4.2. DGTA Remaining balance.** After internal investigation and proof of fraud by the user, DIGITRA.COM will have the right to unilaterally terminate this contract. Once proven the undue gain of DGTA (Trade to Earn) in fraudulent operations, all remaining balance of DGTA must be returned to DIGITRA.COM and be redistributed according to the policy established in Trade to Earn.
- 7.5. Theft.** If the DIGITRA.COM receives a notice that any part or all of the funds kept in account are a result of theft or electronic crime, the DIGITRA.COM may, but shall not be obliged to, impose an administrative restriction on the affected funds in the User's account.
- 7.6. Disputes.** The DIGITRA.COM shall not be involved in any dispute or resolution. The User agrees that the DIGITRA.COM shall not be liable for such retention, or for its inability to withdraw funds or carry out transactions during such retention period.

8. FINAL PROVISIONS.

- 8.1. Assignment.** The User may not assign to third parties any right or obligation granted hereby without the prior written consent of the DIGITRA.COM.
- 8.2. Change of the Term of Use.** The Exchange may change at any time this Term of Use, in order to improve it and enhance the services provided, or due to legal reasons. The User shall communicate through e-mail if they do not agree to the amended terms. In this case, the contractual bond shall cease to exist, provided that there are no outstanding accounts or debts. There being no manifestation, it shall be understood that the User has accepted the Term of Use and the agreement shall remain binding the parties.

- 8.3. **Term.** This agreement shall be valid indefinitely, and may be terminated by the User or by the DIGITRA.COM at any time.
- 8.4. **Waiver of rights.** The non-exercise by the DIGITRA.COM of any rights or powers that are granted to it by this Term of Use, by the Privacy Policy, by the rules that govern the access to, and use of, the Platform or by the current legislation, as well as any forbearance against breaches to the provisions of legal and contractual instruments mentioned herein shall not imply waiver of rights or novation.
- 8.5. **No binding.** The acceptance of this Term of Use, as well as the Privacy Policy and rules that govern the access to, and use of, the Platform shall not imply creation of any labor, corporate, partnership or association relation between the DIGITRA.COM and the User.
- 8.6. **Applicable law and jurisdiction.** All items of this Term of Use are governed by the current laws of the Federative Republic of Brazil. For all matters regarding interpretation, enforcement or any other inquiry related to this Term of Use, the parties agree to be subject to the Courts of the city of São Paulo - SP, except for demands brought by Users falling under the legal concept of consumers and who present concrete difficulties in exercising their right to sue, who may submit such claims to the courts of their domicile, or to the arbitration chamber indicated in an arbitration clause, if applicable.
- 8.7. **Communications.** All complaints, doubts and requests of information may be made through the e-mail sent to compliance@digitra.com Judicial or extrajudicial notices shall be sent to the DIGITRA.COM address. The User authorizes the DIGITRA.COM to send them electronic notices, including, but not limited to, direct messages through "Push" mobile application, "SMS" text messages and e-mails, with information regarding all stages of the services described in this Term of Use and other applicable information.
- 8.8. **Non-compliance of the Term of Use.** In case of non-compliance by the User of any provision of this Term of Use, the DIGITRA.COM may declare them terminated with respect to that User, regardless of any notice, notification or other formality, immediately blocking the User's access to the Platform, without prejudice to any other rights ensured to the DIGITRA.COM by law or by the rules and policies of the Platform.

THE USER ACKNOWLEDGES THAT THE DETAILS OF USE OF THE PLATFORM AND SERVICES PROVIDED THEREIN HAVE BEEN SUFFICIENTLY DESCRIBED IN THESE TERMS AND THAT THE DIGITRA.COM HAS DULY COMPLIED WITH THE INFORMATION DUTY AND THAT ANY DOUBT DOES NOT INVALIDATE THIS PROVISION, WHICH CAN BE ANSWERED THROUGH THE USER SERVICE CHANNELS. AFTER READING ALL CONDITIONS REGULATING THE USE OF THE PLATFORM AND ITS SERVICES, THE USER CONSENTS TO THESE TERMS OF USE AND ACCEPT ALL OF ITS PROVISIONS.