

TERMS OF USE AND CONDITIONS OF ARQSIGN SERVICES

Last updated on: May 5, 2025.

The present Terms of Use and Conditions (“Terms”) aim to regulate access to and use of the services offered by the ArqSign platform (“Services”). Use of the ArqSign Platform is conditioned upon compliance with the regulatory framework composed of these Terms of Use and the Privacy and Personal Data Protection Policy (collectively referred to as the “Platform Terms”), which fully govern the conditions of access to and use of the Services and the Arquivar websites.

ArqSign is an electronic signature platform fully compliant with Brazilian legislation, with international legal validity and document management functionalities. Acceptance of these Terms is essential for use of the Platform and enjoyment of the Services. Thus, the contracting party of the Services (“Client”) must read these Terms in full and is subject to free, express, and informed consent to all provisions contained herein. If the User does not agree with any of the provisions described in this document, they must refuse them and cease using the Service and the Platform.

CLAUSE ONE – PURPOSE

1.1. Purpose. The purpose of these Terms is to establish the terms and conditions governing the provision of ArqSign Platform Services by Arquivar. Depending on the Subscription Plan chosen and the level of access, the Services may include support; administrative and user management; access code authentication; document storage and management; workflow monitoring; audit trail; document lifecycle control; and document signing with ICP-Brasil certificates.

CLAUSE TWO – SUBSCRIPTION PLANS

2.1. Subscription Plan. The Services made available on the Platform depend on the service plan (“Subscription Plan”) contracted by the Client, namely: professional plan, business plan, corporate plan, or a customized plan.

2.2. Usage accounting of ArqSign Plans considers the concept of (“PROCESSES”) or (“PROCESS”). A “process” includes the complete configuration of the signing workflow, including automations (signing order, deadlines, reminders), document “processes” (by email or WhatsApp), collection of signatures, automatic processing of the signed document, and document management through the Platform. Thus, when referring to the number of “processes” included in the plan, it means the total number of complete signing workflows that may be used, regardless of the chosen sending channel.

2.3. Email “processes” are included in the plan, while WhatsApp “processes” require additional message credits.

2.4. Automatic Renewal. Unless otherwise indicated, ArqSign Subscription Plans will be automatically renewed. By contracting a Subscription Plan, you agree to pay the applicable fees

associated with the Plan and acknowledge that it will automatically renew unless, before the end of the initially contracted period: (a) you configure your account to disable automatic renewal or contact us via email at faleconosco@arqsign.com; (b) Arquivar refuses to renew your Subscription Plan; or (c) these Terms are otherwise duly terminated under this instrument. The Subscription Plan will renew automatically on a monthly or annual basis, depending on the method chosen (“Renewal Term”).

2.4.1. Promotional codes may only be used during the first year of the subscription period. If you use a promotional code to contract a Subscription Plan, you must pay the full annual fee upon renewal. If your subscription plan is terminated for any reason and you acquire another plan, you will not be eligible to use the promotional code.

2.5. Changes to the Subscription Plan. We reserve the right to modify, discontinue, or otherwise change the fees and features associated with your Subscription Plan. We may also recommend that you contract a new Subscription Plan equivalent to your expiring Plan. We will notify you at least thirty (30) days before changing current fees or adding new ones. Continued use of ArqSign after such changes constitutes acceptance. If you do not wish to continue, you may cancel renewal as described in Clause Fifteen.

2.6. Subscription Plan Conditions. Choosing a Subscription Plan grants a limited, non-exclusive, personal license to access and navigate the Platform as provided herein. Illegal practices are prohibited.

2.6.1. In the case of an (“ANNUAL PLAN”), the Client may cancel at any time via email at faleconosco@arqsign.com, with amounts due calculated according to consumption.

2.7. Promotional Offers. Registration for promotional or limited offers may be subject to additional conditions incorporated herein by reference.

2.7.1. Arquivar reserves the right to shorten or terminate promotional offers without prior notice.

2.8. Sublicensing. Professional, Business, and Corporate plans are not sublicensable. Sublicensing conditions for Customized Plans must be consulted at purchase.

CLAUSE THREE – CONDITIONS OF USE AND ACCESS

3.1. Legal Age. The Client declares they are over 18 years old, or legally emancipated, or duly authorized, and fully capable of consenting to these Terms.

3.1.1. Parental Responsibility. Parents or legal guardians assume full responsibility for access or contracting by minors without emancipation or authorization.

3.2. Login and Password. Login credentials are personal and non-transferable. Arquivar is not liable for damages arising from misuse.

3.3. Duty to Inform. The Client must immediately notify Arquivar of any unauthorized use. The User is solely responsible for activities on their account.

CLAUSE FOUR – ADDITIONAL CREDITS

4.1. Covered Features. Additional credits may be purchased for: (a) document signing processes via WhatsApp; (b) authentication codes via WhatsApp; and (c) authentication codes via SMS.

4.2. Minimum Purchase Amount. Minimum value is R\$10.00 (ten reais).

4.3. Credit Validity. Credits are valid for 6 (six) months from payment confirmation and expire without compensation if unused.

4.4. Credit Usage Rules.

- a) WhatsApp document signing: 1 process + 1 WhatsApp credit per signer for sending and 1 for returning the signed document;
- b) WhatsApp + SMS authentication: same as above plus 1 SMS credit per code;
- c) WhatsApp + email authentication: only 1 process + WhatsApp credits;
- d) Document signing via SMS is not available;
- e) Resent security codes consume additional credits.

4.5. Sending a document via WhatsApp consumes 2 credits. Credits may be refunded in specific cancellation scenarios.

4.6. Clients may acquire additional credits at any time during an active Subscription Plan.

4.7. General Rules:

- (i) Credits are valid for 6 months;
- (ii) Credits require an active Subscription Plan;
- (iii) Expired credits are non-refundable.

CLAUSE FIVE – PRICE

5.1. Prices. Fees depend on the chosen Subscription Plan.

5.2. Price Changes. Any changes will be communicated in advance and require Client consent.

5.3. Recurring Charges. Subscription fees are charged automatically to the provided credit card.

5.4. Additional Credit Prices:

- a) WhatsApp document or authentication process: R\$0.60;
- b) SMS authentication process: R\$0.25.

CLAUSE SIX – PLATFORM USE

6.1. Quality Standard. Arquivar commits to maintaining high market standards.

6.2. Availability. Services are available 24/7, except during maintenance.

6.3. Prohibitions. The Client may not share access, transfer rights, commit illegal acts, infringe third-party rights, or engage in defamatory, discriminatory, or unlawful conduct.

CLAUSE SEVEN – WARRANTIES AND LIABILITIES

7.1. Arquivar is not responsible for document content accuracy or legal enforceability.

7.2. Arquivar is not liable for telecom failures, signing incapacity, or malware transmission.

7.3. The Client is solely responsible for legal compliance.

7.4. The Client bears costs arising from improper use.

7.5. Arquivar has no duty to represent Clients in disputes.

7.6. The Client indemnifies Arquivar against claims arising from misuse.

7.7. Arquivar is not liable for indirect damages unless proven intent or fault.

7.8. Arquivar is not responsible for document storage post-transaction.

7.9. Client Responsibilities:

- Full responsibility for account use;
- Confidentiality of credentials;
- Immediate notification of unauthorized use;
- Lawful use of Services;
- No spam or fraudulent content;
- No impersonation;
- ArqSign is not a party to agreements;
- The Client chooses signature and authentication methods;
- ArqSign does not guarantee document legal validity.

CLAUSE EIGHT – SITE ACCESS

8.1. By using the Site or Services, you accept these Terms.

8.2. “Authorized User” means individuals authorized by the Client.

8.3. External agreements prevail where applicable.

8.4. “Site” includes Arquivar Services.

8.5. ACCESSING OR USING THE SITE CONSTITUTES ACCEPTANCE OF THESE TERMS AND THE PRIVACY POLICY.

8.6. The Site is provided “as is” without warranties.

8.7. Arquivar is not liable for damages or interruptions.

8.8. Arquivar may modify the Site and Terms at any time.

8.9. Continued use constitutes acceptance of revised Terms.

8.10. Illegal or harmful use of the Site is prohibited.

8.11. Intellectual property on the Site is protected.

8.12. Violations require indemnification of Arquivar.

CLAUSE NINE – INTELLECTUAL PROPERTY

9.1. All intellectual property belongs exclusively to Arquivar.

9.2. Unauthorized reproduction or transfer is prohibited.

9.3. The Client grants Arquivar a non-exclusive license to host shared documents.

CLAUSE TEN – DOCUMENTS MADE AVAILABLE

10.1. The Client authorizes permanent storage of authentication data.

10.2. Signatories declare informed consent and capacity.

10.3. Arquivar does not review document content.

CLAUSE ELEVEN – DATA PROTECTION

11.1. The Client consents to data use across compatible devices.

11.2. The Client indemnifies Arquivar for improper data handling.

11.3. The Client must keep registration data updated.

11.4. Data is processed in compliance with LGPD (Law 13.709/2018).

11.5. Data processing follows the Privacy Policy.

11.6. The Client is responsible for lawful data use.

CLAUSE TWELVE – CONFIDENTIALITY

12.1. Confidential Information includes non-public data marked or deemed confidential.

12.2. Exclusions apply to public or independently obtained information.

12.3. Confidentiality obligations apply during and after the contract.

12.4. Legal Exceptions. Disclosure required by law must be notified when possible.

CLAUSE THIRTEEN – COMMUNICATION

13.1. Contact us at: faleconosco@arqsign.com

CLAUSE FOURTEEN – TERM AND TERMINATION

14.1. These Terms take effect upon acceptance and remain in force indefinitely.

CLAUSE FIFTEEN – TERMINATION

15.1. Arquivar may terminate or suspend access for misuse.

15.2. The Client may terminate at any time, subject to Clause Two.

15.3. Upon cancellation, licenses are revoked and access terminated.

15.4. Cancellation requests must be sent to faleconosco@arqsign.com

CLAUSE SIXTEEN – GENERAL PROVISIONS

16.1. Failure to enforce does not constitute waiver.

16.2. Use of the Platform confirms acceptance of these Terms and the Privacy Policy.

16.3. These Terms are governed by Brazilian law, with jurisdiction in Belo Horizonte/MG, to the exclusion of any other.