TERMS OF USE

Welcome to MOKI!

We are committed to ensuring that our platform ("Platform") is the ideal solution for your business. It enables effective management and control of field operations, allowing for assertive and data-driven decision-making.

We believe that our relationship must be built on trust and transparency. For this reason, we have created these Terms of Use ("Terms") so that you can clearly understand your rights and obligations when using the services we offer through the Platform.

Before using our services, you must expressly agree to the provisions set forth herein. Therefore, we ask that you read this document carefully and, if you have any questions, contact us through the channels provided at the end of this document. If you do not agree with any of the terms outlined here, please discontinue use or refrain from registering on our Platform.

Key Definitions:

To facilitate the reading of these Terms of Use, it is important to understand some essential definitions, as outlined below:

a) **Client/Contracting Party:** An individual or legal entity who, as the licensee, contracts the services offered on the Platform.

b) **Data:** Any information or data entered into the Platform by the Client and/or User.

c) **Moki/We:** The legal entity identified in section 1.1 of these Terms.

d) **Platform:** The system/digital environment licensed by **Moki** to Clients.

e) **Registration:** The registration carried out by the Client to allow each User to access the Platform.

f) **Services:** The services offered by **Moki** through its Platform, such as data monitoring, analysis, reports, etc.

g) **Terms of Use:** This document, which establishes the rights and obligations of the Client and/or User regarding the use of the **Moki** Platform.

h) **User:** An individual registered on the Platform by the Client.

Throughout this document, we may also refer to other terms. When this occurs, the term in question will appear in quotation marks (" ").

1. Ownership of the Platform

1.1. <u>Ownership of the Platform.</u> The Platform is owned by **CALL NET SERVIÇOS DE INFORMÁTICA E INTERNET LTDA.**, a company registered under CNPJ/MF No. 01.138.983/0001-90, with headquarters at Rua Voluntários da Pátria, 286, Room 302, Botafogo, Rio de Janeiro/RJ, ZIP Code: 22270-014.

2. Scope of the Terms of Use

2.1. <u>Scope</u>. These Terms of Use govern all activities carried out and services offered by **Moki** through the Platform, which includes the website and its subdomains, applications, software, and other extensions.

2.1.1. Accordingly, these Terms of Use constitute a legally binding document that establishes the rights and obligations of the Client, the User, and **Moki**, and form part of any additional terms or agreements that may be executed between the parties for all legal purposes.

3. Scope of Activity

3.1. <u>Operation.</u> Under these Terms, **Moki** licenses the Platform with tools and features designed for information management and support in business decision-making. Technologies such as Big Data, Artificial Intelligence, and IoT are used to optimize workflows, cross-reference data, and provide new insights into operational performance, continuously generating opportunities for improvement.

Through the Platform, Clients can monitor operations, validate field data, analyze KPIs, verify trade marketing agreement execution, and manage teams, as detailed in section 7 of this document.

4. Acceptance and Agreement

4.1. <u>**Acceptance and Agreement.**</u> To access the features of the Platform, whether as a User or as the Contracting Party, as applicable, it is necessary to expressly accept these Terms of Use by agreeing to the provisions set forth herein, either through a formal agreement or by checking the checkbox displayed upon first access. By agreeing to these Terms, the User or Contracting Party declares that:

a) They have read and agree to be bound by the terms of this document, as well as the [Privacy Policy](#);

b) They understand that the Data is entered into the Platform by the Client or by the User themselves, and that **Moki** therefore has no control or responsibility over this content. As such, the Contracting Party agrees to hold **Moki** harmless from any liability or burden arising from the Data they input into the Platform regarding their Users, as well as the subsequent processing of such Data, which is determined exclusively by the Contracting Party, without any direct or indirect involvement from **Moki**;

c) These Terms of Use constitute a legally binding agreement intended to establish the rights and obligations of the parties involved in the operation described herein.

5. Breach of Conditions

5.1. <u>**Breach.**</u> In the event that a Client and/or User violates any of the conditions set forth in this document, **Moki** reserves the right to terminate the contractual relationship, in whole or in part, at its sole discretion, including by blocking the respective accounts and suspending or revoking access to the Platform, as applicable, without prior notice.

6. Compliance

6.1. Moki operates in compliance with Brazilian legislation, observing in particular the provisions of Law No. 12.965/2014 (Brazilian Internet Bill of Rights) and Law No. 13.709/2018 (General Data Protection Law – LGPD), as well as any applicable regulations and resolutions in force, as the case may be.

The Client undertakes, on its own behalf and on behalf of its respective Users, to comply with all applicable laws and regulations governing its activity on the Platform, as well as any additional applicable standards, laws, regulations, and/or resolutions that may be enacted.

7. Platform Operation and Functionality

7.1. Purpose. The Platform provides tools and processes for field data collection, inspections, audits, surveys, inventories, and information gathering through electronic forms. This allows Clients to optimize operations, streamline workflows, and collect accurate data more efficiently.

7.2. Recursos. The Platform also offers a range of tools for managing tasks, appointments, action plans, and reports, as well as collaboration features such as chat, video calls, and asynchronous discussion forums. Additionally, the Platform can be customized through the acquisition of extra services, such as process automation, system integration, artificial intelligence models, and analytical dashboards.

7.2.1. Moki does not perform any filtering or curation of the Data entered by Clients and Users into the Platform, nor does it evaluate or analyze such Data. However, messages sent by Users via chat and asynchronous forums are recorded and may be requested by the Contracting Party during the term of the contractual relationship.

7.2.2. Interaction environments between Users — specifically chat, asynchronous forums, and video calls — are made available exclusively to Users from the same organization, as defined solely by the Contracting Party and provided this is formally communicated to **Moki**.

7.2.3. Access, reading, editing permissions, feature availability, and other functionalities are defined exclusively by the Contracting Party for each User or group of Users, according to their operational needs and internal management structure regarding use of the **Moki** Platform.

7.2.4. The Client understands and agrees that, due to the algorithmic complexity of artificial intelligence systems, it is not always possible to determine with precision the rationale behind certain outcomes. As such, the Client agrees to use such resources in a way that does not infringe upon the rights of third parties, including those set forth in Article 20 of Law No. 13.709/2018 (LGPD).

7.3. Registration. User registration on the Platform may occur in the following ways, depending on the Client's preference: (i) registration by a User designated by the Contracting Party, with

specific permission for this function; (ii) registration individually or in bulk via Excel spreadsheet upload to the Platform, following a predefined template provided by **Moki**; or (iii) through a specific form sent by the Client to **Moki**, so that **Moki** may perform the registration procedure, as previously agreed upon in writing.

7.4. <u>**Access Authorization**</u>. Access to the Platform will be granted once the User enters the Client code, individual login, and respective password.

7.4.1. <u>**Access via Integration**</u>. Exceptionally, access may be authorized, in specific cases, through integration between systems (SSO – Single Sign-On), as agreed between the Client and **Moki**. In such cases, User authentication is the sole and exclusive responsibility of the Client, and **Moki** is only required to provide the necessary information to enable access permissions.

7.5. <u>**Registration or Access Violation**</u>**.** User registration and access that violate the rules established in these Terms of Use may result in sanctions and/or termination of the contractual relationship, at **Moki's** sole discretion.

7.6. <u>**Inaccurate Registration Information.**</u> To use the Platform Services, the User or Client, as applicable, must provide the required information during registration, as set forth in these Terms and in the [Privacy Policy](#).

7.7. <u>**Blocking and Deletion**</u>. **Moki** reserves the right, at its sole discretion, to block new registrations or cancel existing ones if it detects any anomaly that, in its judgment, constitutes a serious error or demonstrates a deliberate attempt to bypass the rules outlined herein, which are mandatory for the Client and User, as applicable.

7.8. <u>**Registration and Access by Third Parties**</u>. Registrations on the Platform are individual and non-transferable. **Moki** must be immediately notified of any unauthorized use of a User account, in a timely manner, and is not responsible for any damages or losses arising from login and password use by a third party, with or without the Client's consent.

7.8.1. The Client and User must: (i) take all necessary measures to protect themselves from harm, including online and offline fraud; (ii) exercise due diligence when using the Platform, being aware of their responsibilities; and (iii) strictly comply with all provisions of these Terms of Use.

8. Obligations and Responsibilities

8.1. When the Client and/or User use the Platform, they are responsible for:

a) The content of the Data they enter into the Platform, as it is inherent to their activities;

b) Not using the Platform for any purpose that is unlawful or prohibited by these Terms of Use and/or by applicable law;

c) Act with honesty and good faith, avoiding any violation of privacy, destruction of Data, or interruption or degradation of the Platform;

d) Provide all personal and contractual information accurately and truthfully;

e) Use the Platform's features diligently, in accordance with their responsibilities;

f) Not assign, sell, rent, sublicense, whether free of charge or for a fee, or otherwise transfer their registration and/or access;

g) Carry out their business/institutional activities in compliance with applicable regulations and laws;

h) Strictly comply with all provisions set forth in these Terms of Use.

8.2. **Moki's** responsibilities:

a) Provide the Platform's services in a secure and stable manner;

b) Maintain, according to its judgment and market possibilities, the constant updating of the Platform, aiming at its improvement and adaptation to new available technologies;

c) Protect the confidentiality of all User information.

8.2.1. Moki shall be exclusively and solely liable for the Services it provides.

8.2.2. Moki reiterates that, through this instrument, it does not establish with any Client or User: (i) a partnership, association, joint venture, or any kind of representation; (ii) the provision of any service outside the scope of these Terms; and/or (iii) an employment relationship. Accordingly, **Moki** shall not be held jointly or subsidiarily liable for any act or omission by the Client and/or their respective User.

8.2.3. Limitation of Liability. **Moki** shall not be held liable for:

a) Any losses or damages suffered, including moral damages, arising from: (i) any incorrect or incomplete information provided by a User; (ii) any fraud, fraudulent misrepresentation, breach of duty, or breach of any conditions by a User; (iii) connection failures; (iv) data processing issues caused by third parties; (v) third-party products or services, even if connected to the Platform;

b) Data entered into the Platform by Clients or by the User themselves, including but not limited to questions, answer options, texts, videos, images, automations defined by the Client, and data that infringe third-party rights;

c) In relation to any User, for any violation of third-party rights;

d) For indirect, incidental, special, exemplary, punitive, or consequential damages, including personal or property damage, related to or otherwise resulting from any use of the Platform that the User may suffer due to actions taken or not taken through it, even when arising from third-party conduct;

8.3. The Platform may provide access links to other websites or systems, which does not mean that such sites or systems are owned or operated by **Moki**. As **Moki** has no control over these sites or systems, it is not responsible for the content, practices, or services offered by them. The presence of links to other sites or systems does not imply any partnership, supervision, complicity, or solidarity by **Moki** with such sites or systems and their content.

8.4. Indemnification. The Client shall indemnify **Moki** and its directors, officers, employees, representatives, and agents for any claim brought by third parties arising from its activities on the Platform, including those of its Users, and for the violation of the terms of use, conditions, and other policies of the Platform, as well as for the infringement of any laws or third-party rights, including attorneys' fees.

8.5. Restrictions. It is prohibited to access the programming areas of the Platform, its database, or any other set of information that is part of webmastering activities, or to perform or allow the performance of any type of reverse engineering, translation, decompilation, copying, modification, reproduction, leasing, subleasing, sublicensing, publication, disclosure, sale, transmission, lending, distribution or, in any way, to make the Platform's query tools and functionalities available to third parties without **Moki's** prior and express authorization. Any such actions will subject the offender to applicable legal penalties, in addition to the obligation to

compensate for any resulting damages. This restriction includes any attempt to incorporate any information from the Platform into any other directory, product, or service.

9. Compensation and Termination

9.1. <u>Compensation</u>. Access to the Platform is paid, with variable costs depending on the number of Users to be registered and the features requested by the Contracting Party. Therefore, **Moki** must be consulted in advance so that the desired Service can be properly priced. The Platform does not include a payment feature, so all pricing and payment methods are specified in individual proposals and paid via bank invoice (boletos) or electronic transfers (Pix or TED).

9.2. <u>Cancellation or Termination.</u>. If the Client cancels the Platform license or if the relationship is terminated for any reason, all records will be deleted, except in cases where record retention is required for legal or regulatory compliance, or for **Moki's** defense in administrative or judicial proceedings.

10. Platform Engineering

10.1. The Platform is made available and offered "as is" and "as available". That is, **Moki** assumes no responsibility for implied warranties of merchantability, fitness for a particular purpose, or financial return. Furthermore, **Moki** does not guarantee that the Platform's services will be provided without interruptions or errors.

10.1.1 By agreeing to the Terms of Use, the User accepts that any risks arising from the use of the Platform are their sole and exclusive responsibility, within the limits established by law.

10.1.2 The Client acknowledges that access to the Platform may be temporarily interrupted, without prior notice, due to: (a) scheduled and/or emergency maintenance; (b) technical issues; or (c) reasons of force majeure or unforeseeable circumstances.

11. Intolerable Conduct

11.1. Prohibition and Account Deactivation. The Client's or a specific User's account may be suspended or deactivated, at **Moki's** sole discretion, if the Client and/or their User engages in any of the following actions:

a) Promotion of violence and/or discrimination based on race, sex, religion, nationality, sexual orientation, or any other basis;

b) Violation of any laws, especially those related to intellectual property, such as unauthorized copies or use of images, sounds, movements, or texts without the author's permission, including trademarks, replicas, and/or counterfeits;

c) Violation of the provisions set forth in the Platform's Privacy Policy.

12. Intellectual Property

12.1. Intellectual Property Rights. The commercial use of the term "**Moki**" as a trademark, trade name, or domain name, as well as its logo, is the exclusive property of **Moki**, as established in the organization's corporate records.

12.2. Other Rights. Likewise, copyrights and other rights subject to industrial property protection—such as the structure, content of the Platform's screens, as well as all related programs, software, website, databases, networks, and files—are the exclusive property of **Moki.**

12.3. All rights are protected in Brazil and internationally by copyright, trademark, patent, and industrial design laws and international treaties.

12.4. Moki reserves all rights related to authorship, trademarks, patents, models, and industrial designs, whether owned by or licensed to it.

12.5. It is not permitted to reproduce, duplicate, copy, sell, resell, visit, or otherwise commercially exploit any content of the Platform without **Moki's** prior written consent. In particular, the use of data mining, robots, or other data collection and extraction tools to extract, either isolatedly or repeatedly, any substantial part of the Platform for the purpose of reuse is expressly prohibited.

12.6. The Client acknowledges that they are not acquiring any Intellectual Property of the Platform under these Terms of Use, but rather a usage license that is limited, non-exclusive, non-transferable, non-customizable, and non-sublicensable.

12.7. Furthermore, the Client is aware that the use of the Platform includes only the access and use of its content, features, and services, provided that all conditions set forth in these Terms of Use are fully complied with.

13. Final Provisions

13.1. Improvements. The Client and Users agree that any system, platform, or service—regardless of its developer or features—is a type of product that is constantly being updated and improved.

13.2. Operating Errors. Any errors in the operation of the Platform will be corrected as soon as possible during the necessary maintenance period. **Moki** does not guarantee that the Platform's server, its system, database, software, or website will be free of errors, failures, or interruptions.

13.3. Suspension and Access Termination. In the event of a breach by the Client of any provision of these Terms of Use, the Client acknowledges and accepts that **Moki** may, without prior notice, temporarily or permanently suspend or interrupt access to all or part of the Platform.

13.4. Warnings and Suspension. Without prejudice to other applicable measures, **Moki** may warn or suspend the Client's access — either temporarily or permanently — at any time, if the Client:

a) fails to comply with any provision of the Terms of Use or the [Privacy Policy](#);

b) uses **Moki's** name and/or trademark, in whole or in part, without authorization, and/or otherwise violates **Moki's** intellectual property rights;

c) fails to pay the amount established by **Moki** for the licensing of the Platform.

13.5. Processing of Personal Data. In order for the Platform to function with quality and for the Client and Users to obtain results quickly and securely, the processing of personal data is necessary, as established in **Moki's** [Privacy Policy](#).

13.6. Severability. If any provision of these Terms of Use is deemed illegal, invalid, or unenforceable, in whole or in part, that specific portion shall, to that extent, be considered as not forming part of these Terms of Use. The legality, validity, and enforceability of the remaining provisions shall not be affected.

13.7. <u>Term</u>. These Terms of Use shall become effective for each Client and/or User upon their first access to the Platform and shall remain in force until the respective account is deactivated, with responsibilities remaining in effect for the period of use.

14. Our Official Support Channels

14.1. <u>Questions</u>. In case of questions or suggestions regarding these Terms of Use or any other information related to the provision of the Service, the Client and/or User may request support via WhatsApp at (+55) (21) 3179-0594 or by email at help@mokisolutions.com

14.2. <u>Support Hours</u>. Support is available from 8:00 a.m. to 8:00 p.m., Brasília time (GMT-3). Our support team is committed not only to resolving potential issues quickly and efficiently but also to seeking amicable solutions.

15. Governing Law and Jurisdiction

15.1. <u>Applicable Law and Venue</u>. These Terms of Use are governed by Brazilian law. The venue elected to settle any disputes arising from these Terms is the District Court of Rio de Janeiro, to the exclusion of any other, no matter how privileged it may be or may become. Efforts should always be made to prioritize resolution through conciliation or mediation.

Revision Control:

VERSION	DATE	REVISED ITEMS
1.1	06/12/2023	Preparation of this document

Thank you very much,

Moki Team