



GENERAL TERMS AND CONDITIONS OF USE FOR PAYU MERCHANTS

Last update: 12/10/2022.

1. General Overview

1.1 This document includes the general terms and conditions under which PayU Companies, provide PayU Services (hereinafter "GTCs" or the "Agreement").

1.2 An individual or legal entity that hires PayU Services shall be referred to hereinafter as "The Merchant".

1.3 PayU Services are defined in clause three (3) of this Agreement.

1.4 PayU Companies are companies that provide PayU Services in seven (7) countries: Colombia, Argentina, Brazil, Mexico, Chile, Peru, and Panama (hereinafter "PayU Countries").

1.5 The PayU Company incorporated in Colombia is PayU Colombia S.A.S., the company incorporated in Argentina is PayU Argentina S.A. (formerly E-Payments S.A.), the company incorporated in Brazil is PayU Brasil Intermediação de Negócios Ltda. (formerly Latin American Payments Serviços Ltda.), the company incorporated in Mexico is PayU Mexico S. de R.L. de C.V (formerly Online Latin American Payments México S. de R.L. de C.V.), the company incorporated in Chile is PayU Chile S.A. (formerly Dineromail Chile S.A.), the company incorporated in Peru is PayU Peru S.A.C. (formerly Pagosonline Perú S.A.C), and the company incorporated in Panamá is PayU Panama S.A. (formerly Latin American Payments Panamá S.A.) (which individually or as a whole shall be hereinafter referred to as "PayU").

1.6 The Merchant will hire PayU Services with one or several PayU Companies, depending on whether it processes its payments in one, or several PayU Countries. Hence, if it processes its payments with a single PayU Country, a single legal relationship will be established with the PayU Company incorporated in that specific PayU Country and said PayU Company would be deemed as its counterpart. If The Merchant processes its payments in more than one PayU Country, it will create an independent legal relationship with each PayU Company incorporated in every PayU Country where it processes payments, hence they each become a corresponding counterpart. (e.g., if The Merchant processes payments in Colombia, Argentina, and Chile, its counterpart for payment processing will be PayU Colombia S.A.S. in Colombia, PayU Argentina S.A. in Argentina, and PayU Chile S.A. in Chile).

1.7 The applicable law to settle disputes that arise between The Merchant and PayU Companies, shall be that of the country wherein the PayU Company acting as the dispute's counterpart is incorporated in.

1.8 Regardless of its registered office, The Merchant shall receive payments in PayU Countries where it holds a Virtual Account through the local payment methods enabled by PayU in these countries.

1.9 PayU may enable The Merchant's payment receipt through credit cards issued by a bank absent in PayU Countries where The Merchant processes its payments, at its discretion.

1.10 To enjoy PayU Services, The Merchant shall perform a technical implementation pursuant to integration manuals and technical assistance material available at <http://desarrolladores.payulatam.com>, or any other URL. The Merchant will be held responsible



for revising and carrying out the required technical developments in its system and on its web sites, for proper PayU system implementation.

2. Amendments to the Agreement

2.1 PayU will notify The Merchant regarding any changes to this Agreement, such notice shall be sent to its registered e-mail address and / or on The Merchant's Portal.

2.2 PayU will allow The Merchant a thirty (30) calendar day term to accept or reject the changes in question, upon which the amendment will enter into force.

2.3 If The Merchant rejects the modification during the specified period before its enforcement, PayU shall terminate the Agreement and disable The Merchant's Account in PayU. The Merchant shall not receive any indemnities whatsoever for such termination.

2.4 If The Merchant remains silent upon the term specified for an amendment's entry into force, it shall be deemed as tacit acceptance thereof.

2.5 The Merchant shall periodically check its registered email and The Merchant's Portal to review any amendment to this Agreement.

3. Services

3.1 PayU is a payment service vendor that provides the following services to The Merchant: (A) Processing of payment transactions from online sales of goods and services through a technological platform (the "PayU Platform"); (B) enabling of payments on goods and services offered to its buyers through several payment means; (C) execution of the validation of transactions paid with credit cards in order to mitigate the risk of identity theft for cardholders; (D) collection of all payments resulting from the transactions in question, on behalf and on account of The Merchant; (E) transfer of the amounts collected by such payments to The Merchant's Bank Account (hereinafter "PayU Services").

3.2 PayU does not aim to collect resources or receive bank deposits from the public. PayU holds the amounts collected in favor of The Merchant exclusively to provide the PayU Services.

3.3 PayU does not provide regulated financial services, postal money orders, or stock orders, nor does it approve the use of its platform for third parties without having a license to do so.

3.4 PayU will transfer the amounts collected in favor of The Merchant from a trust funds or bank accounts.

3.5 PayU does not recognize any interest or remuneration regarding the amounts collected on account of the Merchant. These resources are not guaranteed by any government agency whatsoever.

3.6 PayU Services excludes faculties to meet The Merchant's tax obligations or exchange obligations. The Merchant is the only party responsible for acknowledging and meeting the legislation in force. PayU Companies are not part of, nor do they participate in sales and procurement contracts executed between The Merchant and its Buyers.

3.7 PayU has no control over manufacturing, imports, exports, distribution or the trade of goods and services offered by The Merchant. Therefore, it shall not certify its quantity, quality, suitability, safety or delivery.

3.8 PayU does not guarantee the authenticity or legitimacy of the transactions processed through its Platform. Payer identity theft, or risks of illegal transactions, is entirely under the Merchant's responsibility.



3.9 PayU may sub-contract or delegate the performance of its obligations under this Agreement to third parties and/or to any of its Affiliates; however, the delegating PayU shall remain responsible for the performance of such duties.

4. PayU Account, Virtual Account, Balance Transfer to the Bank Account

4.1 Upon acceptance of these GTCs, PayU will create a single user account for the Merchant on the PayU Platform, ("PayU Account"). It will also provide access to the Merchant's Portal by providing a user and password. The Merchant will be the only party responsible for the custody of said password. Any operation carried out with the access password will be valid and binding for the Parties.

4.2 PayU will request certain information in order to enable the corresponding PayU Account, depending on the PayU Country wherein The Merchant processes payments.

4.3 Likewise, PayU will be able to obtain information through its data base operators. The Merchant authorizes PayU to contact said operators.

4.4 Upon obtaining information to its satisfaction, PayU will enable The Merchant's PayU Account.

4.5 PayU may refrain from enabling The Merchant's PayU Account at its entire discretion. The Merchant will be notified regarding this decision.

4.6 The PayU Account will be associated to one or several sub-accounts in which PayU will credit the amounts resulting from The Merchant's sales (the "Virtual Accounts"), depending on whether The Merchant processes its payments in one or several PayU Countries. Therefore, if The Merchant processes its payments in a single PayU Country, it will have a single Virtual Account, but if it does so in several PayU Countries, it will hold a Virtual Account for each PayU Country wherein its payments are processed.

4.7 The Merchant may request PayU to create additional Virtual Accounts whenever it decides to receive payments in new PayU Countries besides those considered at the time of accepting these GTCs.

4.8 Each Virtual Account will be associated to a bank account whose sole holder will be The Merchant. This account will be the account to which PayU transfers amounts produced by The Merchant's sales. This bank account is to be opened at the same location as The Merchant's registered office(hereinafter the "Bank Account"). However, The Merchant may associate a Bank Account to each Virtual Account it holds, as long as the location where the bank account was opened matches the PayU Country in which it processes payments.

4.9 The Merchant will receive the product of its sales, upon applying the discount over PayU rates, reversals and chargebacks, and the amount withheld for the Reserve Fund, when applicable (hereinafter the "Balances").

4.10 By accessing The Merchant's Portal, The Merchant will have real time access to its Virtual Accounts, the status of buyer's transactions, and the available Balance for transfer to its Bank Account. PayU will not send financial reports to The Merchant, as The Merchant will be able to access all information regarding its Virtual Account by entering The Merchant's Portal.

4.11 The Merchant will request the available Balance for transfer into its Bank Account, from its Virtual Accounts, upon specifying the exact amount to transfer.

4.12 PayU will use all reasonable means to transfer, directly or through a third party, Balances to The Merchant's Bank Account within three (3) business days after the Merchant's request, for local transfers, and seven (7) business days after receiving said request, for international transfers, unless the money is wired from Argentina, in which case transfers will take 22 business



days, and Brazil that transfers take up to fifteen (15) business days. In cases of transactions subject to additional validation, PayU will transfer the Balances related to these transactions once validation is completed. The minimum amount for any international transfer will be the one informed in PayU's website.

4.13 If The Merchant's balance transfer to its Bank Account is an international transfer, PayU will use the spot exchange rate set by the corresponding financial entity, on the date of transfer. PayU will charge a three percent (3%) commission to The Merchant for performing this transfer. The Merchant authorizes PayU to apply due discounts to exchange rates and/or bank charges applied by the corresponding bank entities, whether due to fluctuation of said charges, deflation of a specific currency, or the like.

4.14 If The Merchant needs to change the Bank Account in which it receives the Balance transfer, it will provide PayU the required documentation, in order to certify its title to the account. PayU will modify the Bank Account within the three (3) following business days upon receiving the documentation requested for said purpose, to its satisfaction.

4.15 In any case, Merchant will not hold PayU liable of any responsibility regarding mistaken money transfers or transfers that are unsuccessful, resulting from Merchant not providing PayU with sufficient or true information.

4.16 The Merchant shall assume taxes, financial costs and other charges that may result from amounts transferred by PayU, including any financial costs due to mistaken money transfers or transfers that are unsuccessful.

4.17 If the Merchant fails to comply with this Agreement, PayU will be entitled to disable one or more payment methods, or suspend Balance transfers to the Merchant partially or entirely, at its discretion.

4.18 In addition, PayU may withhold any future sales amounts from the Merchant, as well as terminate the Agreement in the following cases: (i) excessive levels of chargeback; (ii) if the Merchant shows signs of illiquidity, insolvency, request for judicial or extrajudicial recovery, pre-bankruptcy status, termination of activities or any other hypothesis in which it is characterized or there are reasonable indications of the Merchant's difficulty in fulfilling its obligations contractual and/or legal; and (iii) if PayU suspects that the Merchant is systematically failing to provide services and/or sell goods to Consumers. The amounts will be withheld, at PayU's discretion, as long as the scenario that gave rise to the withholding persists. The Merchant authorizes PayU to carry out the withholdings in question

5. Fees

5.1 PayU will charge the Merchant for providing PayU Services, at the current rates at time of GTC acceptance, (hereinafter the "Fees") and will add any applicable tax according to the legislation in force.

5.2 PayU may update the Fees in the same amount and time used to update the inflation indicator that may apply to each PayU Country.

5.3 PayU will increase Fees unilaterally at any given time, to maintain a competitive standing in the market under the following events:

5.3.1. Whenever macroeconomic conditions require said action.

5.3.2. Whenever changes in tax regulation justify an increase.

5.3.3. Whenever changes in its business model, warrant an increase.

5.3.4. Whenever costs and conditions imposed by its vendors, included but not limited to the acquirers, card schemes (VISA, MASTERCARD, AMEX, among others)



demand an increase.

5.4 PayU shall notify the Merchant concerning any modification to its Fees, thirty (30) calendar days in advance, except for the case set forth in section 5.3.4 above, where the prior notice shall be of seven (7) calendar days. Notice shall be sent to its email address and/or posted on the Merchant's Portal.

5.5 The Merchant may terminate this Agreement at any time, whenever it disagrees with the increase, by notifying PayU.

5.6 If the Merchant has any doubt concerning the amount, frequency or how Fees are applied, or any modification thereof, it shall notify PayU, in search of clarification.

6. PayU's Obligations

6.1 The Merchant shall use the PayU Platform at its own risk and expense. PayU will provide processing, validation and payment transfer services void of implicit, express, statutory, or any other guarantees, regarding availability, promptness, quality, security, continuity or suitability thereof.

PayU does not guarantee the Merchant specific availability of PayU's Platform. However, PayU will use all reasonable endeavors to avail its Platform.

6.2 PayU does not guarantee transaction-processing times for The Merchant. However, it will employ all reasonable endeavors to promptly process transactions. PayU will not be held liable for delays in transactions as a result of bank processes or schedules, or due to failure in services provided by other agents involved with or having an impact on the payment process, such as processing networks, banks, franchises, internet providers and servers, among others, and from any event that is beyond its control during processing.

6.3 PayU will not assume the risk of identity theft for payers nor will it guarantee operability of the system it uses or enables for The Merchant in order to validate transaction authenticity. PayU will employ all reasonable endeavors to validate the transactions in order to contribute with mitigating the risk of identity theft for payers, which in every case shall be assumed by the Merchant. Said reasonable efforts will be depleted once an automatic fraud validation module (hereinafter "AFV") has been enabled for The Merchant, or the availability of any other manual validation system. Any case of fraud shall be entirely and exclusively assumed and charged to the Merchant. This validation system does not free The Merchant from understanding its business and warning PayU of fraudulent suspicious behaviors or typologies.

6.4 PayU does not guarantee the operability of applications or tools employed for or supplied to the Merchant to mitigate technology risks, such as, unauthorized interception by third parties, information leaks, among others. PayU will employ reasonable endeavors to provide PayU Services in a secure manner. Said efforts will be exhausted upon updating and maintaining a security certificate that may be proven by a Certifying Authority during the validity of this Agreement. PayU will not be liable for any risk that its technology or that of The Merchant is exposed to, insofar as it proves its certification is in force upon the event.

6.5 PayU does not guarantee a timely transfer of Balances to The Merchant's Bank Account. PayU will employ reasonable endeavors to obtain a timely transfer of Balances to the Bank Account during the periods established in Clause 4.12. Said endeavors will be exhausted upon providing a proper transfer order, upon request of the Merchant, to those who manage The Merchant's Balances.

6.6 For all purposes, PayU's obligations regarding PayU Services are means and not result related obligations.

6.7 PayU complies with applicable money laundering regulations.



7. The Merchant Statements and Obligations

7.1 The Merchant represents and warrants to PayU and PayU Companies the following:

- 7.1.1.** It is the party identified in the "Registry Form" and is responsible for the truthfulness and update of the information specified therein.
- 7.1.2.** It is legally capable of executing this Agreement.
- 7.1.3.** In the case of a legal entity, it is a properly incorporated entity, pursuant to the laws of its place of residence, which meets its corporate purpose, and has sufficient capacity to perform its activity in the place and form where it executes it.
- 7.1.4.** The execution and compliance of this Agreement does not: (a) transgress its bylaws (b) enter in conflict, breach of contract or of any obligation to which The Merchant is a part of, or affect the compliance of this Agreement significantly, and
- 7.1.5.** It shall refrain from using the System to facilitate, hide, manage, invest or use money or goods resulting from illegal activities in any way, or to give the appearance of legality to illegal activity and resources therein connected.
- 7.1.6.** Its resources do not come from or are intended for the exercise of any illicit activity or for money laundering or financing of terrorism activities. The Merchant will carry out all activities required under applicable law to ensure that its shareholders, managers, clients, suppliers, employees and other counterparties and their resources are not related to or originated from illicit activities, particularly money laundering or financing of terrorism. The Merchant will in any case notify PayU if during the term of the Agreement, the Merchant, its administrators or shareholders are involved in an investigation of any kind, related to illegal activities, money laundering or financing of terrorism, or are included in sanctions lists such as those issued by the UN, OFAC, European Union, amongst any other binging lists. The Merchant shall cooperate promptly and in good faith with any investigation conducted by PayU when having any suspect of the use of its system for activities involving money laundering, or the financing of terrorism or massive destruction weapons.

7.2 Notwithstanding other obligations under this Agreement, the Merchant undertakes to do the following:

- 7.2.1.** Meet all applicable regulations regarding its commercial activity. For the verification of the commercial activity, amongst other sources, the Merchant authorizes PayU to verify its online presence and activity and goods or services offered either by consulting Merchant's website, social media pages, and others. Provide its products in accordance with the best market standards expected by payers and provided for in applicable legislation.
- 7.2.2.** Understand its business in such a way that it is able to warn PayU about abnormal transactions parameters because of their number and /or amount, which imply the risk of identity theft, money laundering, terrorism financing or other illegal activities.
- 7.2.3.** Maintain its physical address, phone number, email address, tax related information and Bank Account Information up to date. Breach of said data update releases PayU any claim from lack of notice and avails it to terminate this Agreement



- 7.2.4. Refrain from facilitating the use or benefit of PayU's Platform by third parties, without express PayU authorization.
- 7.2.5. Meet tax, exchange and customs obligations, which result from importing, exporting and trading goods and services paid through PayU's Platform.
- 7.2.6. Provide its buyers, truthful, reliable, sufficient, clear, and up to date information regarding goods and services on sale, the payable price and their delivery.
- 7.2.7. On its website, inform buyers regarding its registered name, tax identification number, legal notice address, phone number, email and other contact information.
- 7.2.8. Assume the claims submitted by its buyers regarding the quantity, quality, suitability, security and delivery of the goods and services sold.
- 7.2.9. During eighteen (18) months after a transaction, or for the period established in the applicable regulation, issue and file a copy of the receipt or equivalent document, showing that the good was delivered, or that the service was provided to the buyer, and the invoices resulting from said corresponding purchase and sale, or service contracts. The Merchant will provide said evidence to PayU throughout a maximum period of five (5) business days starting the date on which PayU requests it.
- 7.2.10. Abide by the rules and recommendations issued by PayU for its system to operate in the best and safest manner.
- 7.2.11. Refrain from allowing virus, worms or other programming routines to interfere or damage PayU's System.
- 7.2.12. Refrain from adopting practices that impose a disproportionate load over PayU's technological infrastructure, including security tests, such as, but not limited to, manual or automatic testing aiming to identify system vulnerabilities.
- 7.2.13. Refrain from redirecting system integration credentials provided by PayU to websites other than to the one they are initially connected to, unless obtaining PayU's previous approval.
- 7.2.14. Comply with relevant payment scheme rules (includes Visa, MasterCard, American Express rules, and/or other schemes), to which it is subject. The Merchant shall not act in contravention of or cause PayU to act in contravention of any payment scheme rules to which PayU is subject.
- 7.2.15. Provide, with the characteristics and conditions determined by PayU, the data in regards each one of the payment transactions.
- 7.2.16. Collaborate effectively with PayU, with the card schemes, with the authorities, regulatory and/or supervisory bodies, in the provision of data and information related to transactions, including, but not limited to, with regard to preventing and combating crimes of money laundering and concealment of assets, under the terms of applicable regulations and legislation, and crimes against children and adolescents.
- 7.2.17. Merchant must notify PayU of any change in its importation/exportation operation model that could imply PayU liable for complying with foreign exchange, tax, or other regulations, prior to changing the model. The failure to comply with this obligation will imply that the merchant will hold PayU completely harmless for any fine or sanction that may be imposed by an administrative authority, derived from the non-compliance of PayU with the applicable regulation due to the change in the operating model.

8. Personal Information



8.1 It is understood and agreed between the Parties that PayU will process the personal information in accordance with the PayU Privacy Policy and its special provisions per country available at www.payu.com, which is an integral part of this Agreement. By the acceptance to these GTCs, the Merchant declares to accept and abide for PayU's Privacy Policy as applicable to the countries under the scope of Services and available at: <https://corporate.payu.com/payu-country-specific-privacy-terms/>

8.2 For the execution of the services of this Agreement, the Parties will process personal information provided by the payers adequately, in compliance with the applicable data protection law, each one being obliged to comply with the duties that correspond to it in accordance with such regulation.

8.3 If as a consequence of the integration with the Merchant, PayU collects personal information directly from payers, Pay will act as a Controller for the processing of personal information and shall comply the obligations relevant to such role according to of the applicable data protection law in the specific jurisdiction.

8.4 Whenever the provision of PayU Services takes place under API Integration, the Merchant agrees to the conditions and obligations set out under the Data Processing Agreement ("DPA") available at the Legal Section of PayU's website which is an integral part of these GTCs and regulates the obligations of both Parties when processing personal information following a Merchant API Integration where the Merchant shall perform as a Controller of Personal information (as per the definition therein provided) and PayU shall perform as a Processor of Personal information (as per the definition therein provided).

8.5 The Merchant shall comply with the applicable regulation and its contractual obligations with the data subjects, when providing personal information to PayU and when processing personal information through the use of PayU services. Depending on the jurisdiction, additional privacy and data protection requirements may apply in accordance with applicable data protection law. Personal information may be processed by PayU, either locally in the country where the services take place and / or in another country where PayU or external service providers approved by PayU operate to the extent necessary and as permitted in accordance with the applicable data protection law.

8.6 The Merchant authorizes PayU to process in the name and on behalf of the Merchant the personal information of the Merchant and its payers that is necessary for the processing of the payment that are determined in the corresponding integration, to comply with its obligations of the applicable data protection law, when appropriate, and for the purposes of adequate implementation and performance of the services provided. For this purpose, the Merchant guarantees that it has obtained the consent or authorization, or relies on other legal basis that allows it to process the data and transmit it to PayU for the purposes indicated in these GTCs.

8.7 The Merchant authorizes PayU to process the personal information of payers for the following purposes: process payments, validate transactions in order to mitigate the risk of identity theft of cardholders, send them promotional and advertising information about PayU or the merchants registered in the PayU Platform and third parties that include promotions for the purchase of goods or services through the PayU Platform, send discount coupons, join loyalty programs, create consumer profiles of the payer, among other promotional and advertising materials that may become of interest to the payer including offers of credit and/or lending services through the PayU Platform. The Merchant authorizes PayU to process its personal information for the purposes established in PayU's Privacy Policy available at www.payu.com, which is an integral part of these GTCs.

8.8 The Merchant authorizes PayU disclose, share, and/or give access to Merchant's personal information (e.g., name, identification number, address, phone number, and other contact information), when it qualifies as a data subject, whenever a payer formally asks for such information from PayU aiming to clarify, address, and/or enquiry about any given payment. Merchant's personal information will also be revealed to the payers as part of the regular process used by PayU to confirm any transactions that may take place through any of PayU's services.



Similarly, and with the purpose of contributing to fraud prevention and mitigation, and considering PayU as a relevant actor in the payments ecosystem of the country where services are provided, Merchant agrees to allow the sharing personal information such as name and identification, together with transactional and financial data, could be shared by PayU with other participants in the payment ecosystem aiming to proactively mitigate risks, and legitimately protect and promote transactional security and safety in the industry in accordance with the provisions of PayU's Privacy Policy.

8.9 As part of the onboarding process to register as a Merchant in our system and for executing the present GTCs, PayU may collect personal information of Merchants who are sole traders and the individual authorized to act on behalf of the Merchant including legal representative and shareholders. In such case, PayU will act as a Controller of this personal information which may correspond to name, identification number, contact details, bank account, biometric data such as image, amongst other personal information that is required to fulfil the "know your customer" obligations and for the purposes of verification of identity to protect the security of our system against fraud and identity theft, as well as compliance with applicable regulations.

8.10 The Merchant expressly authorizes PayU or whoever represents its rights, to consult, request, report, process and/or disclose all the information regarding its credit, financial, commercial or contractual behavior before the credit bureaus or any other financial operator that manages databases for the same purposes in the relevant jurisdiction or abroad. Additionally, the Merchant accepts and acknowledges that once the information is reported to a credit bureau the treatment of the information, its updates processes, and the duration of any report made before the credit bureaus will be subject to the respective law applicable to the credit bureaus. In the event that PayU carries out an assignment of its rights under these Terms and Conditions in favor of a third party, the authorization given by the Merchant under this clause will also be extended to the said third party, and in the same terms contained in this clause.

9. Prohibited or Restricted Activities.

9.1 The Merchant is solely responsible for verifying that its commercial activity adjusts to the current legislation in force, and that it holds the permits and licenses required for performance thereof.

9.2 The Merchant shall refrain from using PayU's Platform to perform activities, or trade goods or services prohibited by the applicable legislation, listed in PayU's Prohibited Activities, or that imply a money laundering, terrorism financing, bribery and corruption or reputational risk for PayU.

9.3 Unless otherwise stated by PayU's express authorization, the Merchant shall refrain from using PayU's Platform to perform activities or trade goods or services that PayU includes in its list of Restricted Activities, published in the "LEGAL" Section of each PayU Country website.

9.4 The Merchant shall inform PayU about any prohibited or restricted sells if goods or services it performs resulting from PayU's updates on its Prohibited or Restricted Activity List, or as a result of any applicable change in legislation.

9.5 PayU will only monitor the legitimacy of goods or services offered by the Merchant, its business model, or website content to the extent and way it is required to do so under applicable anti-money laundering regulations. This obligation solely lies on the Merchant.

9.6 PayU may block any or its entire payment methods, or partially or entirely suspend Balance transfers, while it obtains information that will allow for it to evaluate whether the Merchant is using PayU's Platform properly. PayU will inform the Merchant concerning the period of said blockage.

9.7 PayU may terminate this Agreement at any time, devoid of indemnity, if the information collected unmasks legal, reputational, or any such risks that will hinder PayU Services.



10. Reversals, Chargebacks, and Reimbursements

10.1 The sums credited to The Merchant's Virtual Account may be subject to automatic debits carried out by PayU that may result from Reversals, Chargebacks and Reimbursements. The foregoing means that PayU can debit a payment from the Merchant, even after it has delivered the goods or services sold. The Merchant authorizes PayU to carry out the debits in question.

10.2 Sums credited to the Merchant's Virtual Account may be subject to PayU withholding, while it verifies whether a Reversal, Chargeback or Reimbursement will become material for a specific transaction. The Merchant authorizes PayU to carry out the withholdings in question.

10.3 A Reversal is a drawback done by the payment-processing network to a payer, for the specific purchase value, upon PayU's request, usually under the Merchant's instruction. PayU performs reversals upon Payer request, request by a financial entity or upon its own, when required by the applicable regulation.

10.4 The channels for Reversal request, the time it takes, categorization of events that lead to a reversal, and other related details, are included in The Reversal and Chargeback Policy which is part of this Agreement and is posted in the Legal section of PayU's website.

10.5 A Chargeback is a debit performed by the acquiring bank to PayU as a result of a denial of a purchase, made by a cardholder before its card issuing entity. PayU will transfer the Chargeback to The Merchant, debiting the chargeback amount for balances credited to The Merchant's Virtual Account. If the Merchant is unable, for any reason, to fully and punctually comply with its obligations to the Buyer, it shall take all necessary measures to resolve the default directly with the Buyer, including, if applicable, by canceling the purchase, exempting PayU from any liability.

10.6 When PayU notifies the Merchant of a purchase denial, the Merchant will provide PayU all documentation it may require in order to defend the authenticity of the transaction under dispute from an eventual Chargeback, within the period specified by PayU. However, the decision of whether or not to perform a Chargeback is held by the corresponding bank.

10.7 The events, documentation required to defend a transaction and other details related to Chargebacks, are included in the Reversal and Chargeback Policy which is part of this Agreement and is posted on the legal section of PayU's website.

10.8 Likewise, PayU will debit all sums paid by PayU, credited to The Merchant's Virtual Account due to fines or sanctions imposed to PayU by third parties (payment schemes, acquirers, among other), and/or judgments or settlement agreements executed by PayU to avoid or terminate litigations, including procedural costs and attorney fees incurred (the "Reimbursement").

10.9 PayU will debit a Reimbursement following three (3) business days after notice to the Merchant. If PayU does not carry out the debit due to a lack of funds in The Merchant's Virtual Account or upon regulatory restrictions, The Merchant will drawback the money paid to PayU.

10.10 In order to mitigate the event of Chargebacks, Reversals and Reimbursements, PayU will withhold a percentage set by PayU from the amounts credited on the Merchant's Virtual Accounts at its discretion, within an initial range that will go from five (5%) percent to fifteen (15%) percent of each transaction (the "Reserve Fund").

10.11 At its discretion and at any time, PayU will be entitled to increase the Reserve Fund, above fifteen percent (15%) and up to twenty five percent (25%) for each transaction, in the following events:

10.11.1 When The Merchant surpasses its monthly transaction limit of fifty thousand dollars (USD \$50,000).



10.11.2 When The Merchant's transactions surpass one percent (1%) of the monthly fraud level, regardless of the sum of said transactions.

10.11.3 When PayU considers that The Merchant's economic activity is highly susceptible to fraud or illegal activity, based on its experience in the industry.

10.12 PayU will release the Reserve Fund within ninety (90) calendar days upon the date of the transaction subject to the Reserve Fund.

10.13 If the funds credited in the Virtual Account are insufficient in order to cover Chargebacks, Reversals or Reimbursements, PayU will deduct them from the Reserve Fund. If the Reserve Fund is insufficient for this purpose, PayU will deduct the amount from future sales or, if Merchant has more than one Virtual Account, from the funds credited in any of its Virtual Accounts.

10.14 If PayU is unable to discount the amount from future sales, it will send a communication to The Merchant, in order to obtain a drawback. If PayU does not obtain a drawback within the three (3) business days after notice, it may temporarily block access to payment means and Balances and terminate the Agreement unilaterally. Likewise, it may make the applicable guarantees effective, report The Merchant before financial information operators, credit bureaus, and initiate the corresponding extrajudicial or judicial actions.

10.15 Temporary withholding of the Reserve Fund shall be a withholding and not a deduction, except when employed to cover Reversals, Chargebacks and Reimbursements.

10.16 PayU may, without notice, set off any debts or liabilities due from the Merchant to PayU under this Agreement against any debts or liabilities owed by PayU to the Merchant regardless of the place of payment or currency of either obligation. If the obligations are in different currencies, then PayU may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

11. Guarantees

11.1 At any time, PayU may ask The Merchant to grant a guarantee that is admissible to PayU, in the same events established for the increase of the Reserve Fund.

12. Term and Validity

12.1 This Agreement remains for indefinite duration.

12.2 This Agreement may be terminated by either party at any time, with or without reason, upon thirty (30) days written notice to the other party

12.3 This Agreement may be unilaterally terminated by The Merchant, upon notice to PayU, in the following cases:

12.3.1 by rejecting the amendments to the Agreement, following the procedure therefore established;

12.3.2 when it does not wish to assume the increase in its Fees; or

12.3.3 when PayU is in severe breach of this Agreement.

12.4 PayU will be able to terminate this Agreement early and unilaterally in the following events, upon notice to the Merchant:

12.4.1 if the Merchant is in breach of its contractual statements and obligations.

12.4.2 upon a Last Transfer to the Merchant.



12.4.3 when PayU concludes that legal, reputational or any other type of risks might be present that do not allow it to continue providing PayU Services to the Merchant.

12.4.4 upon The Merchant's contempt regarding proper implementation, security and operation recommendations for PayU's system or because of its involvement in hacking activities or infringement of PayU's security system.

12.4.5 when the Merchant does not grant the guarantees demanded by PayU under the terms of Clause 11.1.

12.4.6 If the Merchant has excessive chargeback levels.

12.4.7 If PayU determines that the Merchant is systematically failing to provide services and/or sell goods to Consumers.

12.4.8 if the Merchant does not process payment transactions for a period of six months.

12.4.9 if the Merchant breaches any Payment Scheme Rules (includes Visa, MasterCard, American Express rules, and/or other schemes); or

12.4.10 If it is required or requested by any Payment Scheme (includes Visa, MasterCard, American Express rules, and/or other schemes), an acquirer, or other financial institution, to suspend or terminate this Agreement or PayU is subject to Fines from any Payment Scheme, an acquirer, other financial institution or any other third party arising from the provision of the Services

12.5 PayU is entitled to withhold amounts credited to the Merchant's Virtual Account for a period of up to one hundred and eighty (180) calendar days, counted as of the date of the last transaction. However, if during this period a payer initiates a claim that is unresolved at the end of the one hundred and eighty (180) day period, resources will be withheld until final resolution of said claim. The withholding in question shall not give rise to acknowledging yields in favor of the Merchant.

13. Inactive Accounts

13.1 If a Merchant does not process payment transactions for over six (6) months (hereinafter "Term"), and its Virtual Account is older than twelve (12) months, PayU will deem its PayU Account inactive and will carry out the following procedure:

13.1.1. At least thirty (30) calendar days before the end of the Term, PayU will send an email to the Merchant to notify that their PayU Account will be deactivated by the expiration of the Term.

13.1.2. At least seven (7) calendar days before the end of the Term, PayU will send another email notifying that if the Merchant does not start processing payments again, its Virtual Account will be deactivated upon the end of the Term.

13.1.3. Suppose the Merchant does not process payment transactions within the Term. In that case, PayU will start charging the monthly administrative fee published on PayU's website until the balance of the Merchant's Virtual Account is over, or it reactivates its Virtual Account.

14. Particularities of the service provision following the API integration model

14.1 Whenever The Merchant carries out an API integration, The Merchant will have certain terms and conditions for its buyers on its website, that include the following content (the "Buyer's T&C"):



- a. The payer employs the payment system at its own expense and risk.
- b. The payment system vendor does not guarantee availability or timeliness for the platform when processing transactions.
- c. The payment system vendor does not guarantee platform security, and in particular the absence of fraud regarding cardholder information.
- d. The payment system vendor does not guarantee correct or timely transaction processing through the platform.
- e. The payment system vendor waives its responsibility regarding goods and / or services offered, their quality, security, suitability and delivery times.
- f. The payment system vendor is not responsible for paying taxes posted as a result of the contract between The Merchant and Payer.
- g. The payment system vendor waives its responsibility regarding The Merchant's breach of obligations related to personal information management.
- h. Payer authorizes the payment system vendor to use buyers personal data for the following purposes: process payments, validate transactions to mitigate cardholders' identity theft, provide them marketing and advertising content from PayU, from registered Merchants and of third parties, that may include discounts to purchase goods or services through the PayU Platform, discount vouchers, loyalty programs, or create consumer profiles, amongst other advertising and publicity content that may be of Payer interest including, including offers of credit and/or lending services through the PayU Platform, which may require to analyse the payer's credit behaviour and carry out credit profiling to said purposes inasmuch those services correspond to additional payment methods for the payer
- i. Payer will have the right, at any time, to ask the payment system vendor to refrain from sending him advertising or publicity content, or to only send information of payer's interest.

14.2 PayU may request the Merchant to modify its Buyer's T&Cs, in order to change the limitations of PayU's responsibility vis a vis the Buyers. The Merchant shall abide by these modifications within three (3) business days upon receiving notice in that regard.

14.3 The Merchant shall enable suitable technological mechanisms that will prove that it informed its buyers concerning the limitations of PayU's responsibilities.

14.4 The Merchant will resolve the claims submitted by its buyers without involving PayU. Thereinafter, if necessary, it will resolve the matter with PayU

14.5 PayU, at any time, may ask the Merchant, either by digital survey submission or by onsite assessment, for evidence and information about the security processes and controls implemented to protect the transactions which involve storage, processing or transmission of credit card holder data. If the Merchant shares a valid PCI DSS compliance attestation, this will suffice the requirement.

The measures implemented by the Merchant shall be aligned with any International Security recognized standard or secure credit card transaction practices such as PCI DSS, ISO 27001 family, NIST or any other related. The Merchant shall provide the information or evidence required in the period set out by PayU.

14.6 PayU, at any time, may ask the Merchant to comply with the PCI DSS standard depending on the compliance level required by the number of transactions processed.

14.7 Under API integration, the Merchant is the one who directly collects the personal information of the payers and then shares it with PayU. Therefore, the Merchant will act as Controller and must request the corresponding consents from payers to process their personal information and



share it with PayU for the purposes of the Services, while PayU will have the role of Processor of the Personal Information. Both parties must comply with the duties of their respective role in accordance with the applicable data protection law. In addition, will be applicable the provisions contained in the section "Personal Information" of these GGTC. Likewise, the Merchant agrees to the conditions set in the Data Processing Agreement ("DPA"), available at the Legal section of PayU's website which is an integral part of this GTC.

15. Recurring Debit for Payers

15.1 Upon request of The Merchant, PayU will allow the possibility of carrying out periodic automatic debits from bank accounts regardless of their modality, and from credit cards, belonging payers who authorize said transactions, in order to pay for the successive supply of goods or services ("Recurring Debit").

15.2 The Merchant shall obtain a prior electronic or written authorization from payers that agree to have Recurring Debits, and will provide PayU proof of said authorization, when required. Along with the Payer's proof of authorization, the Merchant will provide PayU with a name and bank account number and / or the Payer's credit card, whichever applies, among other information required to process Recurring Debits.

15.3 The Merchant will pay PayU for the cost of Recurring Debit services. When the Merchant decides to transfer this cost to the payer, it shall notify the payer in this regard.

15.4 The Merchant shall notify the payer about the date on which the Recurring Debits will be applied.

15.5 The Merchant will verify that Recurring Debits have been deposited to its Virtual Account, using the means provided by PayU for this purpose.

15.6 In case of Recurring Debits from a bank account, The Merchant shall notify PayU as established in the Integration Manual, five (5) business days before the first debit from the corresponding payer and five (5) business days before canceling the Recurring Debit service from the corresponding payer. When Recurring Debits are charged against a credit card, notice times will be reduced to one (1) business day.

15.7 The Merchant shall reimburse the Payer for any debit that may result from an untimely or improper notice to PayU around the cancellation of the Recurring Debit service.

15.8 PayU will carry out Reversals related to a Recurring Debit, when they are requested previously by the Merchant in the case of Recurring Debits charged against credit cards, or ordered by the competent administrative or legal authority in the case of Recurring Debits against bank accounts.

15.9 **PayU will not be responsible for damages suffered by the Merchant or its payers if it does or refrains from carrying out Recurring Debits that result of an untimely or improper notice of The Merchant around the activation or cancellation of Recurring Debit services.**

16. Contractual Liability Limitations for PayU

16.1 PayU's contractual responsibility before The Merchant shall be limited to material, direct, quantifiable, provable and foreseeable damages, attributable to faulty actions or omissions of PayU. PayU's degree of diligence will be the same as that enforceable to any other Payment Service Provider during the ordinary course of their business.

16.2 Any indemnity resulting from PayU's proven contractual responsibility, shall be limited to twenty (20%) percent of the total Fees paid by The Merchant for using PayU Services, during the twelve months prior to the damage, or if such a term is shorter, twenty (20%) percent of the total Fees accrued by PayU during said period.

16.3 PayU shall not be liable of paying, any damages causing loss of profit, loss of business opportunities, loss of goodwill, indirect, incidental, consequential, or exemplary, moral or similar damages, under any circumstance, even though it might have foreseen such events.

17. Indemnities for Tort Liability



17.1 The Merchant shall indemnify and hold PayU harmless of any loss (including attorney fees) in the event of claims from third parties against PayU on occasion of:

17.1.1 violation of The Merchant's obligations, declarations, and statements foreseen within this Agreement.

17.1.2 violation of any regulation that applies to the Merchant.

17.1.3 fraud resulting from the payer's stolen identity.

17.1.4 any non-contractual responsibility of PayU for reasons attributable to action or omission of The Merchant.

17.1.5 Damage caused to PayU as a result of failure to provide services and/or sale of goods by the Merchant, including, but not limited to damages arising from consumer lawsuits brought by payers.

17.1.6 Chargebacks, Reversals and Reimbursements, regardless of fault and/or intent, as well as any fines imposed by third parties (payment schemes, acquirers, among other) due to their conduct; and

17.2 PayU shall hold the Merchant harmless of any loss suffered as a result of claims from third parties, attributable to faulty actions or omissions by PayU related to PayU's Services provided on occasion of this Agreement. Said indemnification shall be limited to twenty (20%) percent of the total Fees paid by The Merchant for using PayU Services, during the twelve months prior to the damage, or if such a term is shorter, twenty (20%) percent of the total Fees accrued by PayU during said period.

18. Intellectual and Industrial Property

18.1 The design, creative content, graphic symbols, website screen shots and any other content susceptible to protection under copyright, are of PayU's exclusive use. The Merchant shall refrain from reproducing, modifying, or trading such content without PayU's prior written consent.

18.2 The Merchant shall refrain from copying or using registered domain names, logos, brands and other PayU trademarks and labels, in a way that may discredit PayU or mislead the public to error or confusion around the origin of PayU services or products. Likewise, it shall refrain from taking unfair advantage of the prestige thereof. The Merchant shall use payment method logos provided by PayU according to PayU's instructions.

18.3 The Merchant grants PayU the gratuitous and irrevocable right to use and publicly display its brands, names, logos, domains and other labels of its property or use, during the validity of this Agreement, in order to apprise that it is a Merchant that uses PayU Services.

19. Assignment

19.1 The Merchant shall refrain from assigning this Agreement or any obligation hereof, without express approval by PayU. PayU may be able to do so upon giving The Merchant prior notice.

20. Entire understanding

20.1 This Agreement replaces all previous understandings between the Parties and it reflects the entire agreement concerning its subject-matter.

21. Confidentiality

21.1 The Parties shall maintain full confidentiality of the information they provide each other when established as confidential information, or when said information is considered confidential due to its nature, including but not limited to technical and



financial information, and knowledge, methods, or corporate processes. The Parties shall refrain from using confidential information for purposes other than the execution of this Agreement and of revealing it to third parties without authorization of the disclosing party. Supply of confidential information shall not imply transfer of rights over said information. If the receiving party must reveal the confidential information it has obtained as a result of any applicable regulation or order from an appropriate authority, it shall inform the disclosing party, and will do so insofar as it is required by said regulation or authority.

22. Integrity

22.1 The annulment and disregard of one or several clauses within this Agreement will not affect the validity and application of other clauses.

23. Language

23.1 This Agreement was drafted in Spanish, English, and Portuguese. If a judge is to request a translation to settle a dispute, he/she shall use the version prepared by PayU in the corresponding required language.

24. Predominance of the Annex on Provisions Applicable to Each Authorized Country

24.1 Provisions laid down in Annex "Provisions applicable to each PayU country", shall prevail over the provisions in the body of this Agreement.

25. Notices

25.1 PayU shall notify the Merchant through its email address specified in the Registry Form.

25.2 The Merchant shall notify PayU at email address, according to the country:

BRAZIL: comercios.br@payu.com

ARGENTINA: comercios.ar@payu.com

CHILE: comercios.cl@payu.com

COLOMBIA: comercios.co@payu.com

MEXICO: comercios.mx@payu.com

PANAMA: comercios.pa@payu.com

PERU: comercios.pe@payu.com

25.3 Any notice sent via email shall be assumed as effective on the day it was sent.

26. Applicable Law and Forum

26.1 This Agreement is regulated under the law of each corresponding PayU Company place of incorporation, according to clauses 1.6 and 1.7 of this Agreement.

26.2 Disputes between the Parties shall be submitted before an arbitration court, regulated and incorporated pursuant to current legislation applicable to this dispute settlement mechanism at the registered location of the Company part of the arbitration process.

26.3 This Agreement is accepted in electronic form (e.g., by an electronic or digital signature or, other means selected by PayU) and such acceptance will be deemed binding between the Parties.

27. 3D SECURE AUTHENTICATION SERVICE

27.1 3D Secure Authentication Service (hereinafter "3DS") is an authentication protocol to improve the exchange of online transaction data and protect consumers, by means of the implementation of a double authentication factor.



- 27.2** PayU will provide the 3DS to the Merchant under the Terms and Conditions included in the “Annex - 3D Secure Authentication Service” (hereinafter “3DS Annex”), which is a comprehensive part of the General Terms and Conditions of Use For PayU’s Merchants, and whose content is published in the Legal Section of PayU’s website.
- 27.3** The availability of 3DS in each PayU Country depends on different technical aspects, such as the readiness of the payment system participants. To confirm if 3DS is available in a jurisdiction, please examine the 3DS Annex.



ANNEX. PROVISIONS APPLICABLE IN EACH AUTHORIZED COUNTRY

PROVISIONS APPLICABLE IN ARGENTINA

(Only applies if the Merchant processes payments in Argentina)

1. Responsibility to Consumers

1.1 PayU Companies, PayU Argentina S.A (hereinafter "PayU Argentina") its employees and / or shareholders are not liable for any claims from Payers on goods or services they have purchased from the Merchant through PayU. Merchant will indemnify and hold PayU, its Companies and/or PayU harmless and compensate all damages, losses, costs and expenses incurred due to claims related to Consumer Protection Law No. 24,240.

2. Compliance with Communication A 6885 of the BCRA

2.1. PayU Argentina S.A is limited to offering payment services and is not authorized to operate as a financial institution by the Central Bank of the Argentine Republic. The funds deposited in payment accounts do not constitute deposits in a financial institution, nor do they have any of the guarantees that such deposits may enjoy in accordance with the applicable laws and regulations regarding deposits in financial institutions.

3. Foreign Exchange Issues

3.1. Argentine exchange control regime (regulated and supervised by the Central Bank of Argentina - BCRA) establishes certain requirements for fund transfers outside Argentina, and imposes controls on capital entering the country. At the suggestion of the BCRA, commercial banks are responsible for determining the feasibility of foreign trade operations and / or exchange. The Merchant acknowledges that, according to the current framework in Argentina, foreign currency procurement and / or transfers to bank accounts abroad would be subject to certain restrictions and partially or entirely banned, suspended or restricted, and may require prior authorization from the BCRA.

3.2. Both PayU Argentina and PayU Companies are not liable for prohibitions, restrictions, limitations or impediments to foreign currency procurement and / or balance transfers from the Merchant's Virtual Account to any bank account located outside of Argentina. Merchant shall refrain from placing any claim on PayU Argentina S.A or PayU Companies for losses incurred due to such prohibition, restriction, limitation or impediment to procuring foreign currency and / or balance transfers to a bank account located outside of Argentina, including, without limitation to, the depreciation of the currency in which balances are deposited.

3.3. The Merchant authorizes PayU Argentina to share this Agreement and its amendments with the commercial banks, when they require so as support to carry out the transfer of the Merchant's funds to a bank account located outside the Republic of Argentine.

4. Liability of the Companies.

4.1. Under the principle of contract relativity, and autonomy of private will, parties acknowledge that the contractual relationship between the Merchant and Payer is a main independent contractual relationship, which is autonomous and separate from the relationship of this Agreement held between PayU Companies and the Merchant. PayU Companies are not responsible for any breach of contract or tort by the Payer to the Merchant and vice versa.



4.2. Under this Agreement, PayU Companies are mainly required to collect payment made by the Payer to Merchant, without detriment to other contractual obligations regarding collecting or receiving payment, such as employing the PayU platform for processing money collection. Subsequently, the Payment collection service concludes once the amount paid by the payer has been transferred to the Merchant's Virtual Account.

4.3. Under this Agreement, and the aforementioned provisions in Article 5.2, PayU Companies fulfil their main obligation, and are free from liability, once payment by the Payers has been transferred to the Merchant's Virtual Account. The destination chosen by the Merchant for Balances is its sole responsibility, and no statement in this Agreement shall be construed as, or imply that any advice was given by PayU Companies on the use or destination of such Balances.

4.4. Payu Argentina and PayU Companies are not liable for the Merchant's choice regarding balance transfers, be it to its own bank accounts or third party, local or international accounts.

4.5. Until the Merchant decides where and how balances should be transferred, PayU Companies will keep virtual account balances in an PayU Argentina bank account (the "PayU Argentina Account") held with major banks of the Argentine financial system, including but not limited to Banco Galicia, Citibank Argentina, HSBC, etc. (the "Bank/s"). Neither PayU nor PayU Argentina Companies will be liable for insolvency of banks or financial institutions used to collect and / or transfer balances, or any legal or regulatory changes affecting the PayU Argentina Account. Merchants exonerate PayU and PayU Argentina Companies from all liability regarding events that could affect the banks where balances are deposited, such as political and economic situations that may arise in the country, which are unrelated to PayU Argentina and / or PayU Companies. In these cases, Merchants cannot attribute liability on PayU Argentina and / or PayU Companies, its affiliates or subsidiaries, controlling and / or controlled companies, or demand reimbursement or payment of the balance for loss of profits.

5. Foreign Merchants Selling in Argentina.

5.1. Foreign Merchants selling in Argentina who, instead of transferring balances to a bank account abroad, ask PayU Argentina for balances in US dollar denominated government securities traded on the local market and abroad, and request subsequent transfer thereof under a Security Transaction, must sign the Agreement of International / Coversheet Collection Services as a prerequisite for such transfers.

5.2. The Merchant shall indemnify and hold PayU Companies and PayU Argentina harmless from and against any claim, liability, damage or loss related to the Security Transaction, and specifically, frees PayU Argentina and PayU companies from any liability due to loss of value and / or default of securities acquired in the Security Transaction. The Merchant is solely responsible for its decision to perform a Security Transaction, and no statement in this Agreement shall be construed as, or imply that any advice was given by PayU Companies on the choice of securities, feasibility or legitimacy of the operation and / or any other aspect of the Security Transaction.

6. Arbitration Clause

6.1. This Agreement shall be governed, interpreted and put into effect by the laws of Argentina. The Parties agree that any dispute or litigation resulting from this Agreement will be decided by the Buenos Aires Stock Exchange Arbitration Court, renouncing any other court and / or jurisdiction. All legal processes will be held in Spanish.

7. Tax Provisions only applicable to the Services provided in Argentina:

7.1 Tax Aspects Applicable to Resident Merchants in Argentina

7.1.1. The relevant PayU Payment Provider shall withhold and/or collect all applicable withholdings



and/or collections on taxes due on Merchant's sales per the Pay-Out of its funds. In the event that tax regulations pointed out the relevant PayU Payment Provider as withholding or tax collection agent -on the taxes applicable to Merchant and/or Merchant's clients/users, PayU shall be responsible for performing the necessary collection and remittance of taxes on Merchant's sales. Merchant will hold the relevant PayU Payment Provider harmless from any tax claims filed against it for any unpaid taxes due by Merchant when instructed by Merchant to do Pay-Out Operations.

7.1.2. For the specific case of Argentina, additionally to the withholdings and tax collection regimes exposed in clause 8.1.1 above, the relevant PayU Payment Provider shall withhold a tax on debits and credits that applies on any transfer of Merchant's funds to local/s third party/parties Beneficiary/Beneficiaries.

7.1.3. The relevant PayU Payment Provider may, unilaterally modify any tax policy related to Resident Merchants published at <https://argentina.payu.com/legal/> at any given time.

7.1.4. Responsibility arising from tax treatment.

7.1.4.1. The relevant PayU Payment Provider does not provide tax consultancy to Resident Merchants. No communication, action or omission by the relevant PayU Payment Provider may be interpreted as tax guidance or consultancy. All responsibility arising from the relevant PayU Payment Provider's application of tax rules that benefit Resident Merchants, will be exclusive to the relevant Resident Merchant, as the principal party liable of taxation in Argentina.

7.1.4.2. Resident Merchants shall hold the relevant PayU Payment Provider harmless from any damage (including, but not limited to, updated amounts of unpaid taxes, interests, penalties, expenditure, judicial expenses, and attorney fees) resulting from any discrepancy with Argentinian tax authorities regarding the application or exemption made by PayU on tax withholdings and/or collections. This obligation will survive the termination of the Agreement and will remain in force during the statute of limitations of the relevant withholding and/or collection, counted as of the last withholding and/or collection made by the relevant PayU Payment Provider PayU or as of the date that the relevant PayU Payment Provider should have made it.

7.1.5. Guarantees.

7.1.5.1. If the relevant PayU Payment Provider receives any notice from the Argentinian tax authorities regarding withholdings and/or collections not made or performed at a lower rate than the maximum legal rate, it will partially or completely withhold existing or future funds credited to the Resident Merchant's PayU account, to stay harmless from all damages resulting from the contingency at issue. Said guarantee, as well as any other applied to the Resident Merchant at the request of the relevant PayU Payment Provider to the same end, will remain in force until the litigation with the Argentinian tax authorities is settled, and will apply to all expenses and damages resulting from contingencies that exceed the guarantees provided or the withholding of funds.

7.1.6 Reversions and Reimbursement.

7.1.6.1. The relevant PayU Payment Provider will not return the amount withheld and/or collected from Payouts, even when deemed excessive to reversals or sale chargebacks made in favor of Argentinian users. Additionally, the relevant PayU Payment Provider will not provide tax refunds on account of Resident Merchants for tax withholdings performed. The Resident Merchant will be entirely liable for managing them, if deemed appropriate.

7.1.6.2 If the tax status of the Resident Merchant is modified, the Merchant will immediately inform the relevant PayU Payment Provider, so that it makes all needed adjustments. The relevant PayU Payment Provider may request the Merchant to provide documents evidencing the tax status changes informed by the Merchant.

7.2. Tax Aspects Applicable to Non-Resident Merchants in Argentina

7.2.1. The relevant PayU Payment Provider shall withhold all applicable withholdings on taxes due on



Merchant's local sales per the Pay-Out of its funds from Argentina abroad, according to the "Income Tax Withholdings Policies to PayU's foreign clients". If tax regulations pointed out the relevant PayU Payment Provider as withholding or tax collection agent -on the taxes applicable to Merchant and/or Merchant's clients/users, PayU shall be responsible for performing the necessary collection and remittance of taxes on Merchant's sales in Argentina. Merchant will hold the relevant PayU Payment Provider harmless from any tax claims filed against it for any unpaid taxes due by Merchant when instructed by Merchant to do Pay-Out Operations.

7.2.2. All Merchants lacking a permanent establishment (hereinafter PE) in Argentina will be considered Non-Resident Merchants. In case that Merchant has a PE in Argentina (established by the Merchant or by a Tax Authority ruling), Merchant shall immediately notify the relevant PayU Payment Provider about the existence of this PE and the relevant PayU Payment Provider shall withhold and/or collect all applicable taxes to Argentine residents, according to Argentinian regulations.

7.2.3. Non-Resident Merchants will assume taxes accrued on their income obtained in Argentina, according to Argentinian regulations.

7.2.4. Non-Resident Merchants will pay "Income Tax" accrued on income resulting from their sale of intangible goods or rendering of services to Argentinian users, according to Argentinian regulations.

7.2.5. The relevant PayU Payment Provider, as the remittance agent of such Non-Resident Merchants' income, and per the role of withholding agent of such tax, will withhold by default, from any Non-Resident Merchant, any applicable tax at the maximum rate established by the Argentinian tax legislation.

7.2.6. The relevant PayU Payment Provider will deduct the applicable withholding tax from the amounts credited as Non-Resident Merchants' Gross Sales, at the time of their remittance. Gross Sales will be equivalent to sales prior to the applicable tax deduction and fees owed to the relevant PayU Payment Provider.

7.2.7 Exemptions and withholdings with rates lower than the maximum rate.

7.2.7.1. The relevant PayU Payment Provider may, at its entire discretion, at the request of a Non-Resident Merchant, and under Non Resident Merchant's sole responsibility, exempt it from income tax withholding, or withhold a lower income tax rate than the maximum legal rate, on the grounds of tax consultancy provided by such Merchant. In order to do so, the Non-Resident Merchant will comply to the satisfaction of the relevant PayU Payment Provider with all the conditions and requirements included within the "Withholding Policy of Additional Tax for Non-Resident Merchants in Argentina" published at <https://legal.payulatam.com/EN/ar-additonal-witholding-tax-policy-for-non-resident-merchants.html> or at any URL replacing it from time to time, which is hereby incorporated to these Supplemental Terms and Conditions.

7.2.7.2. The relevant PayU Payment Provider may, unilaterally the "Withholding Policy of Additional Tax for Non-Resident Merchants in Argentina" at any given time.

7.2.8. Tax regarding Local Payouts. For the specific case of Argentina, additionally to the withholdings and tax collection regimes exposed in the clause 8.2.8 above, the relevant PayU Payment Provider shall withhold a tax on debits and credits that applies on any transfer of Merchant's funds to local/s third party/parties Beneficiary/Beneficiaries.

7.2.9. Responsibility arising from tax treatment.

7.2.9.1The relevant PayU Payment Provider does not provide tax consultancy to Non-Resident Merchants. No communication, action or omission by the relevant PayU Payment Provider may be interpreted as tax guidance or consultancy. All responsibility arising from the relevant PayU Payment Provider's application of tax rules that benefit Non-Resident Merchants, will be exclusive to the relevant Non-Resident Merchant, as the principal party liable of taxation in Argentina.

7.2.9.2. Non-Resident Merchants shall hold the relevant PayU Payment Provider harmless from any



damage (including, but not limited to, updated amounts of unpaid taxes, interests, penalties, expenditure, judicial expenses, and attorney fees) resulting from any discrepancy with Argentinian tax authorities regarding the application or exemption made by PayU on tax withholdings. This obligation will survive the termination of the Agreement and will remain in force during the statute of limitations of the relevant withholding, counted as of the last withholding made by the relevant PayU Payment Provider PayU or as of the date that the relevant PayU Payment Provider should have made it.

7.2.10. Guarantees.

7.2.10.1. If the relevant PayU Payment Provider receives any notice from the Argentinian tax authorities in regard to withholdings not made or performed at a lower rate than the maximum legal rate (either as Non-Resident Merchant or to a PE), it will partially or completely withhold existing or future funds credited to the Non-Resident's PayU account, to stay harmless from all damages resulting from the contingency at issue. Said guarantee, as well as any other applied to the Non-Resident Merchant at the request of the relevant PayU Payment Provider to the same end, will remain in force until the litigation with the Argentinian tax authorities is settled, and will apply to all expenses and damages resulting from contingencies that exceed the guarantees provided or the withholding of funds.

7.2.11. Reversions and Reimbursement.

7.2.11.1. After submitting and paying income tax withholdings or remitting income to a Non-Resident Merchant, the relevant PayU Payment Provider will not return the amount withheld from said income, even when deemed excessive to reversals or sale chargebacks made in favor of Argentinian users.

7.2.11.2. The relevant PayU Payment Provider will not provide tax refunds on account of Non-Resident Merchants for tax withholdings performed. The Non-Resident Merchant will be entirely liable for managing them, if deemed appropriate.

7.2.12. Benefit Continuity.

7.2.12.1. Every year, (by the last day of December at the very latest), Non-Resident Merchants exempt from withholding tax or benefiting from a lower withholding rate than the maximum legal rate, must submit a tax residence certificate issued by the relevant tax authorities and an oath statement to the relevant PayU Payment Provider, declaring that to date, their fiscal status remains the same. If the Merchant does not deliver such documentation, the relevant PayU Payment Provider may apply the maximum income tax withholding rate in force as of January 1st of the following year.

7.2.12.2. If the tax status of the Non-Resident Merchant is modified (either because it has a PE in Argentina), and/or is no longer eligible for exemptions or for lower withholding rates than the maximum legal rates, the Merchant will immediately inform the relevant PayU Payment Provider, so that it makes all needed adjustments.

7.2.12.3 In the face of changes to tax regulations or to their interpretation, or in order to mitigate risks or equity effects, the relevant PayU Payment Provider may at any time raise the withholding rate applicable to a Non-Resident Merchant up to the maximum legal rate, or abolish the exemption. The Merchant will be notified of such changes through the official contact channels established by the relevant PayU Payment Provider.



PROVISIONS APPLICABLE IN CHILE
(Only applies if the Merchant processes payments in Chile)

1. Tax Aspects Applicable to Non-Resident Merchants in Chile

1.1 All Merchants that do not have a permanent establishment in Chile will be considered Non-Resident Merchants.

1.2 Non-Resident Merchants will assume liability for all taxes on the income they receive in Chilean territory, according to Chilean regulations.

1.3. PayU shall deduct from collected funds, only such tax amounts as are required by law to be deducted and shall pay such taxes to the appropriate taxing authority. PayU shall provide the Merchant with documentation of payment of such taxes to the appropriate taxing authority, if applicable. In case new legislation is introduced, this clause shall be reviewed and amended if applicable, with regards to any taxes, levies, imports, duties, charges, fees and withholdings of any nature to be applied on transfer of funds collected by PayU to the Merchant.

2. Withholding with Lower Rates than the Maximum Legal and Exemptions

2.1 PayU may, at its entire discretion and at the request of Non-Resident Merchants, exempt the Merchant from tax withholding or withhold lower than the maximum legal rate, sustained on the tax consultancy provided by the Non-Resident Merchant and under its sole responsibility. In order to do so, the Non-Resident Merchant will comply to the satisfaction of PayU with all the conditions and requirements.

3. Responsibility arising from tax treatment

3.1 PayU will not provide tax consultancy to Merchants. No communication, action or omission from PayU may be interpreted as tax guidance or consultancy. All responsibility arising from the PayU application of tax rules that benefit the Non-Resident Merchant will be exclusive to the Merchant, as tax liable to taxation in Chile.

3.2 All Non-Resident Merchants shall indemnify and hold PayU harmless from any damage (including updated amounts of unpaid taxes, interests, penalties, expenditure, judicial expenses and attorney fees) resulting from discrepancies with the Chilean tax authorities regarding the application, or exemptions that PayU may make on tax withholding. This obligation will continue after concluding the contractual agreement between PayU and the Non-Resident Merchant, and will remain current during the statute of limitations starting at the last withholding made by PayU or that PayU should have made to the Merchant in compliance with the tax interpretation by the competent authority.

4. Guarantees

4.1 If PayU receives a requirement from the tax authorities on the grounds of a disagreement related to a withheld exemption or the rate of the withheld fee, PayU will partially or completely withhold existing or future funds credited to the PayU Account of the Non-Resident Merchant, in order to stay harmless from all damage that may involve the contingency at issue. Said guarantee, as well as any other applied to the Non-Resident Merchant at the request of PayU to the same end, will continue until the litigation with the Chilean tax authorities is settled, and will apply to all expenses and damages resulting from contingencies that exceed the guarantees provided or the withholding of funds.

5. Tax Authorities Reversions and Reimbursements



5.1 After declaring and paying withholding or remitting the income to the Non-Resident Merchant, PayU will not return the amount withheld from said income, even when deemed excessive to reversals or sale chargebacks made in favor of Chilean users and payers.

5.2 PayU will not provide tax refunds on account of Non-Resident Merchants for withheld tax. The Non-Resident Merchant will be entirely liable for managing them, if deemed appropriate.

6. Benefit Continuity

6.1 Every year, (by the last day of December at the very latest), Non-Resident Merchants exempt from withholding or granted a lower withholding fee than the statutory maximum by PayU for Additional Tax, must submit a legalized statement to PayU establishing that to date, its fiscal status has not altered in the least. If the Merchant does not produce such statement, PayU will apply the maximum withholding rate on income established by law on January 1st of the following year.

6.2 If the tax status of the Non-Resident Merchant is such that it is no longer eligible for exemptions or for a withholding rate less than the statutory maximum, the Merchant will immediately inform PayU, so that PayU may perform the necessary adjustments.

6.3 In the face of changes to tax regulations or their interpretation, or in order to mitigate risks or equity effects, PayU may at any time raise the withholding fees applicable to the Non-Resident Merchants up to the statutory maximum, or abolish its exemption. The Merchant will be notified of such changes thirty (30) calendar days in advance.

7. Dispute Resolution

7.1 Any difficulty or controversy which arises between the contracting parties regarding the application, interpretation, duration, validity or execution of this contract or any other reason will be submitted to arbitration, in line with the Arbitration and Mediation Procedure (AMP) Rules of the Santiago Chamber of Commerce (CCS), enforced at the time of the request.

The parties confer an irrevocable special power to the Santiago Chamber of Commerce (CCS), so that, at the written request of any of them, it designates an arbitrator of law from among the members of the arbitration body of the CAM Santiago.

There will be no appeal against the decisions of the arbiter. The latter is specially empowered to resolve any matter related to his/her competence and/or jurisdiction.

8. Payment Card Operators applicable provisions:

8.1 PayU and the Merchant undertake to comply with any relevant rule set out by the Acquirers or Payment Card Operators in Chile, which PayU uses to provide the PayU Services. Such rules are set in the Annex "Payment Card Operators provisions for Chile" which is an integral part of this Agreement and are published in the legal section of the PayU Chile website (<https://chile.payu.com/legal>).



PROVISIONS APPLICABLE IN COLOMBIA
(Only applies if The Merchant processes payments in Colombia)

1. Consumer Protection

1.1 The Merchant shall apply the right of first refusal for its buyers under the terms of Article 47, Act 1480 of 2011, or any other modifying or replacing standard.

1. Tax Aspects Applicable to Merchants in Colombia

The designated party by law (financial institutions) shall deduct from collected funds, only such tax amounts as are required by law to be deducted and shall pay such taxes to the appropriate taxing authority. PayU shall provide the Merchant with documentation of the taxes deducted by the designated party, if applicable. In case, tax amounts are required by Colombian tax law to be deducted by the designated party, PayU shall be hold harmless against any claim of the Merchant, and will not be subject to reimbursements, regarding taxes deducted by the designated party.

If new legislation is introduced, this clause shall be reviewed and amended if applicable, with regards to any taxes, levies, imports, duties, charges, fees and withholdings of any nature to be applied on transfer of funds collected by PayU to the Merchant.

2. Arbitration Clause for National Arbitration:

2.1 Every dispute or difference related to this contract shall be resolved by an Arbitration Court submitted before the center for arbitration and conciliation of Bogota Chamber of Commerce, which will be subject to its regulations and to the procedure therein established, according to the following rules:

- a. The Court shall have one (1) or three (3) arbitrators, depending on the sum in dispute, appointed by common agreement between the parties. If such an agreement were not possible, arbitrators shall be appointed by the center for arbitration and conciliation of the Bogota Chamber of Commerce.
- b. The court shall decide according to law.
- c. The court shall hold its meetings in the facilities of the center for arbitration and conciliation of the Bogota Chamber of Commerce.
- d. The Court secretariat will be a member of the official list of secretaries at the center for arbitration and conciliation of the Bogota Chamber of Commerce.

3. Arbitration Clause for International Arbitration:

3.1 Disputes that arise from this Agreement, or are related thereof, shall be definitively resolved according to the International Commercial Arbitration Regulation of the Bogota Chamber of Commerce, by one or more arbitrators appointed, pursuant to said Regulation. The official language for arbitration shall be Spanish. Applicable legislation shall be the Colombian legislation and the place of operation for the Court shall be the center for arbitration and conciliation of the Bogota Chamber of Commerce.



PROVISIONS APPLICABLE IN BRAZIL

(Only applies if the Merchant processes payments in Brazil)

1. Characteristics Applicable to PayU Merchants in Brazil

1.1 By using the PayU Platform, the Merchant grants a payment management mandate to PayU, instructing PayU to receive on its behalf and account for the amounts for goods or services sold to its Buyers, pursuant to the terms of this Agreement.

1.2 When agreed between the Parties, PayU may advance, for the benefit of the merchant, the amounts related to purchases made by the merchant's customers, so that it will make the contribution to the merchant's graphic account

1.3 At the time of withdrawal to a bank account defined by the merchant, the anticipated amounts will be deposited, with the discount of the MDR fee and the Advance fee, making the Merchant responsible for the full advance payment, on the exact due dates of the installments of the credit card transaction

1.4 The Merchant understands and agrees that such prepayment transactions will be the object of transactions between financial institutions and/or acquirers, in which the receivables subject to prepayment will appear as means of payment for the operations.

1.5 Considering the elements recorded in clauses 1.2 to 1.4; in the event of cancellation of one or more installments subject to anticipation by PayU, the merchant is obliged to immediately deposit the value of the canceled transactions in PayU's account, under penalty of monetary correction by the IGPM and interest of 1% per month (Pro Rata);

1.6 In the event that the Merchant fails to implement the deposit provided for in clause 1.5 and therefore PayU is obliged to pay fines and/or charges with the financial institutions or accreditor mentioned in clause 1.4, the merchant is obliged to refund PayU within 5 days of receipt of the notification for this purpose, under penalty of early maturity of the amounts anticipated by PayU and incidence of monetary correction by the IGPM and interest of 1% per month (Pro Rata);

1.7 Without prejudice to the provisions set forth in this clause, the Parties acknowledge that in the event that the Commerce fails to comply with the obligations of clauses 1.5 and 1.6, all amounts subject to the anticipation of receivables implemented by PayU under the terms of this Agreement will expire in advance, under penalty of monetary correction by the IGPM and interest of 1% per month (Pro Rata);

1.8 Without prejudice to the provisions set forth herein, the merchant acknowledges and authorizes PayU to offset the amounts owed by the merchant, based on the merchant's available agenda with PayU.

1.9 In compliance with National Monetary Council Resolution 4,734/2019 and Central Bank of Brazil ("BCB") Circular 3,952/2019, PayU must registry the Merchant's receivables and its contracts/transactions in a registration system authorized by the BCB.

1.10 The Merchant must inform PayU of the receivable's negotiation contracts with non-financial institutions.

1.11 The Merchant authorizes PayU to registry the information concerning the receivables and the operations involving the negotiation of these receivables in the registration system authorized by the BCB

1.12 The agreed deadline to transfer the settlement funds by PayU to the Merchant ("Payout") will be (a) thirty (30) days for credit card transactions and (b) two (2) business days for transactions carried out by bank slip.

1.13 Merchants are solely responsible to comply with the Brazilian Consumer Code (Law 8,078/1990) rules and providing adequate Customer Attendance Service.



1.14 No interest or benefit dependent on time or amount can be applied to balances that are to be paid out to the Merchant.

2. Non-residing Merchants that perform sales in Brazil

2.1 Non-residing Merchants who sell in Brazil and intend for PayU to draft the resulting monies to a bank account abroad, shall sign the International Collection Service Agreement, as a condition to receive the drafts in question.

2.2 The Reserve Fund will not apply to the non-residing Merchant subject to this section. However, PayU will withhold the monies product of its sales during the first thirty (30) calendar days after the sale. The administrative charges for drafts from Brazil to bank accounts abroad will be as included in the International Collections Service Agreement. The non-residing Merchant will pay for taxes levied upon its sales, on its behalf and on behalf of the buyers. PayU and the bank in charge of carrying out the international transfer will be responsible to withhold or collect any taxes due by the buyers or by the Merchant whenever the law expressly set forth PayU's or the bank tax responsibility. Such possible obligation of withholding taxes does not oblige nor makes PayU or the bank as responsible to collect taxes for which there is no tax liability attributed to them by law. Therefore, the Merchant or the buyer must be responsible to comply with the fulfillment of their tax obligations in each of the cases.

2.3 The non-residing Merchant may offer the payers a payment in installments for the products or services offered, upon agreement of the Parties to this Agreement, but the price transfer for said products or services to the Merchant must be complete.

3. Transfer between the Merchant's Virtual Accounts

3.1 The Merchants may receive and carry out transfers for available funds between Virtual Accounts, as long as they have this service enabled and have sufficient funds to do so. Balance transfers between Virtual Accounts may only be held between the Merchants that are residing in Brazil, and they must be carried out in Brazilian currency.

3.2. Rescission rights. The Merchant acknowledges that any consumer that purchases a product or service through the PayU Platform may use the rescission right set forth in the Consumer Protection Code during a period of seven (7) days upon approval of payment. PayU will inform the Merchant about this request in exercise of the rescission right so that it cancels the purchase and carries out all necessary procedures in order to reimburse the price paid.

3.3. Forum. Notwithstanding what has been provided in the general body of these GTCs stating any dispute will be solved by an arbitration procedure, the Merchant acknowledges that in Brazil, the payer may submit any claim before the Judiciary by virtue of its constitutional rights. This right may be executed even when there is a previous arbitral award on the matter issued by an arbitration court.

4. Tax Provisions only applicable to the Services provided in Brazil:

4.1 Tax Aspects Applicable to Resident Merchants in Brazil

4.1.1. The relevant PayU Payment Provider may, unilaterally modify any tax policy related to Resident Merchants published at <https://legal.payulatam.com> at any given time.

4.1.2. Responsibility arising from tax treatment. 8.1.3.1. The relevant PayU Payment Provider does not provide tax consultancy to Resident Merchants. No communication, action or omission by the relevant PayU Payment Provider may be interpreted as tax guidance or consultancy. All responsibility arising from the relevant PayU Payment Provider's application of tax rules that benefit Resident Merchants, will be exclusive to the relevant Resident Merchant, as the principal party liable of taxation in Brazil.

4.1.3. Merchant will hold the relevant PayU Payment Provider harmless from any tax claims filed against it for any unpaid taxes due by Merchant or by PayU Payment Provider on Pay-Out Operations.



4.1.4. Reversions and Reimbursement. The relevant PayU Payment Provider will not return the taxes withheld and/or collected from Payouts, even when deemed excessive to reversals or sale chargebacks made in favor of Brazilian users.

4.1.5. Changes in Resident Merchant tax status. If the tax status of the Resident Merchant is modified, including the change of residency to another country, the Merchant will immediately inform the relevant PayU Payment Provider, so that it makes all needed adjustments. The relevant PayU Payment Provider may request the Merchant to provide documents evidencing the tax status changes informed by the Merchant.

4.2. Tax Aspects Applicable to Non-Resident Merchants in Brazil

4.2.1. The relevant PayU Payment Provider shall withhold all applicable withholdings on taxes due on Merchant's local sales per the Pay-Out of its funds from Brazil abroad, according to the "Income Tax Withholdings Policies to PayU's foreign clients". If tax regulations pointed out the relevant PayU Payment Provider as withholding or tax collection agent on the taxes applicable to Merchant and/or Merchant's clients/users, PayU shall be responsible for performing the necessary collection and remittance of taxes on Merchant's sales in Brazil. Merchant will hold the relevant PayU Payment Provider harmless from any tax claims filed against it for any unpaid taxes due by Merchant or by the relevant PayU Payment Provider on Pay-Out Operations.

4.2.2. When applicable (i.e. software licensings or subscriptions), the relevant PayU Payment Provider shall withhold the Imposto sobre a Renda Retido na Fonte ("IRRF" or "Withhold Income Tax") and pay the well the Imposto sobre Operações Financeiras ("IOF" or "Tax on Financial Operations") on the foreign exchange transaction related to the Pay-Out.

4.2.3. The relevant PayU Payment Provider, as the paying agent of such Non-Resident Merchants' income, and per the role of withholding agent of such tax, will withhold by default, from any Non-Resident Merchant, any applicable tax at the applicable maximum rate established by the Brazilian tax legislation.

4.2.4. The relevant PayU Payment Provider will deduct the applicable IOF (tax on financial transactions) and withhold the WHT (withholding income tax) from the amounts credited as Non-Resident Merchants' Gross Sales, at the time of their remittance. Gross Sales will be equivalent to sales prior to the applicable tax deduction and fees owed to the relevant PayU Payment Provider.

4.2.5 Exemptions and withholdings with rates lower than the maximum rate

4.2.5.1. The relevant PayU Payment Provider may, at its entire discretion, at the request of a Non-Resident Merchant, and under Non-Resident Merchant's sole responsibility, exempt it from income tax withholding, or withhold a lower income tax rate than the maximum legal rate, on the grounds of tax consultancy provided by such Merchant. In order to do so, the Non-Resident Merchant will comply to the satisfaction of the relevant PayU Payment Provider with all the conditions and requirements included within the "Withholding Policy of Additional Tax for Non-Resident Merchants in Brazil" published at <https://legal.payulatam.com/EN/ar-additonal-witholding-tax-policy-for-non-resident-merchants.html> or at any URL replacing it from time to time, which is hereby incorporated to these Supplemental Terms and Conditions.

4.2.5.2. The relevant PayU Payment Provider may, unilaterally modify the "Withholding Policy of Additional Tax for Non-Resident Merchants in Brazil" at any given time.

4.2.6. Responsibility arising from tax treatment.

4.2.6.1The relevant PayU Payment Provider does not provide tax consultancy to Non-Resident Merchants. No communication, action or omission by the relevant PayU Payment Provider may be interpreted as tax guidance or consultancy. All responsibility arising from the relevant PayU Payment Provider's application of tax rules that benefit Non-Resident Merchants, will be exclusive to the relevant Non-Resident Merchant, as the principal party liable of taxation in Brazil.



4.2.6.2. Non-Resident Merchants shall hold the relevant PayU Payment Provider harmless from any damage (including, but not limited to, updated amounts of unpaid taxes, interests, penalties, expenditure, judicial expenses, and attorney fees) resulting from any discrepancy with Brazilian tax authorities, including but not limited to the application or exemption made by PayU on tax withholdings. This obligation will survive the termination of the Agreement and will remain in force during the statute of limitations of the relevant withholding, counted as of the last withholding made by the relevant PayU Payment Provider PayU or as of the date that the relevant PayU Payment Provider should have made it.

4.2.7. Reversions and Reimbursement. The relevant PayU Payment Provider will not return the taxes withheld and/or collected from Payouts to a Non-Resident Merchant, even when deemed excessive to reversals or sale chargebacks made in favor of Brazilian users.

4.2.8. Benefit Continuity.

4.2.8.1. Every year, (by the last day of December at the very latest), Non-Resident Merchants exempt from withholding tax or benefiting from a lower withholding rate than the maximum legal rate, must submit "Annex 3 ("atestado de residencia fiscal no exterior") issued by the relevant tax authorities and an oath statement to the relevant PayU Payment Provider, declaring that to date, their fiscal status remains the same. If the Merchant does not deliver such documentation, the relevant PayU Payment Provider may apply the maximum income tax withholding rate in force as of January 1st of the following year.

4.2.8.2. If the tax status of the Non-Resident Merchant is modified and/or it is no longer eligible for exemptions or for lower withholding rates than the maximum legal rates, the Merchant will immediately inform the relevant PayU Payment Provider, so that it makes all needed adjustments.

4.2.8.3 In the face of changes to tax regulations or to their interpretation, or in order to mitigate risks or equity effects, the relevant PayU Payment Provider may at any time raise the withholding rate applicable to a Non-Resident Merchant up to the maximum legal rate or cease to apply an alleged exemption. The Merchant will be notified of such changes through the official contact channels established by the relevant PayU Payment Provider.



PROVISIONS APPLICABLE IN MEXICO
(Only applies if The Merchant processes payments in MEXICO)

1. Arbitration Clause for National Arbitration

All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

Therefore, Parties agree that i) the arbitration will be held in Mexico City; ii) the language of the arbitration will be Spanish; iii) the Agreement and all disputes shall be governed and construed in accordance with the Laws of the United Mexican States and; iv) the arbitration procedure will be governed by the Rules of Arbitration of the International Chamber of Commerce.

2. **Payment Card Operators applicable provisions**

2.1. PayU and the Merchant undertake to comply with any relevant rule set out by the Acquirers or Payment Card Operators in Mexico, which PayU uses to provide the PayU Services. Especially regarding American Express, such rules are set in the "Annex American Express Rules" which is an integral part of this agreement and are published in the legal section of the PayU Mexico website (<https://mexico.payu.com/legal/>)



PROVISIONS APPLICABLE IN PERÚ
(Only applies if The Merchant processes payments in PERÚ)

1. Payment Card Operators aplicable provisions

1.1. PayU and the Merchant undertake to comply with any relevant rule set out by the Acquirers or Payment Card Operators in Perú, which PayU uses to provide the PayU Services. Such rules are set in the Annex “Payment Card Operators provisions for Perú” which is an integral part of this Agreement and are binding to the Merchant as soon as they are published in the legal section of the PayU Perú website (<https://peru.payu.com/legal>).

2. Arbitration Clause

2.1. All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the National and International Arbitration Center of the Chamber of Commerce of Lima by one or more arbitrators appointed in accordance with the said Rules.

Therefore, Parties agree that i) the arbitration will be held in Lima; ii) the language of the arbitration will be Spanish; iii) the Agreement and all disputes shall be governed and construed in accordance with the Laws of Perú and; iv) the arbitration procedure will be governed by the Rules of Arbitration of the National and International Arbitration Center of the Chamber of Commerce of Lima