

# SIRENA – Terms and Conditions of Use (v5.0-EN)

This document will present the conditions, guidelines, policies and duties that define the relationship between you (CLIENT) and SIRENA.

## Clause 1 - Services provided and applicable contractual documents:

1. SIRENA provides a software licensing service (*Software as a Service - SaaS*) for businesses (*Business to Business – B2B*) that facilitates customer relationship management (*Customer Relationship Management - CRM*), through centralization and contact distribution and customer service, with multichannel communication coverage;
  1. The main communication channel on which the SIRENA solution works is *WhatsApp Business*, which is integrated by the client via the API through official channel partners (or *Business Services Providers - “BSP”*) qualified to provide the necessary connection, such as *Zenvia Mobile*;
  2. To use the SIRENA solution in conjunction with the *WhatsApp Business* communication channel, it is necessary to create a CLIENT account (*WhatsApp Business Account – “WABA”*), linked to a phone number for exclusive purposes of account validation and operation;
  3. The CLIENT may use a pre-existing number or a number may be provided by SIRENA to enable and use the channel. This number cannot be used for any purpose other than enabling and using the channel;
  4. Lines eventually made available by SIRENA will be active only during the term of your contract;
  5. After being linked to a *WABA* , the phone numbers used to enable and use the channel cannot be used for personal purposes or for a new *WhatsApp Business* account;
2. In addition to these *Terms and Conditions of Use* and the *Terms of Use - “WhatsApp Business Solution”*, other documents may apply regarding the provision of your services, according to particular formal adjustments that may exist between us. In this case, all of these documents make up and form your Contract;
3. The provisions contained in particular documents that may exist between us will prevail when they deal differently with some content of these Terms. This prevalence will occur exclusively over this content specifically considered;

## Clause 2 - Parties to the Contract

1. SIRENA: which comprises the subsidiary company that makes up the *Rodati Motors Corporation* group and which provides the service in the country where the contract is made;
  2. “You” or “CLIENT”: company or organization that contracts the licensing of the SIRENA solution, becoming, therefore, legally and financially responsible to SIRENA;
1. The companies that make up the SIRENA group are those listed in the table below:

Country	Company name	Data
Argentina	RODATI SERVICES SA	CUIT 30-71447468-1 Domicile in Superí 1456, Autonomous City of Buenos Aires
Brazil	Rodati Motors Central de Informação de Veículos Ltda.	Avenida Paulista, nº 2300 - set 184 Parte - Bela Vista - São Paulo / SP - 01310-300, Brazil
Mexico	Rodati Servicios SA de CV	RFC: RSE1712128C9 Av. Tamaulipas 150 - 1301B Condesa Cuatémoc, Ciudad de México, 06140. Buzón 96.
U.S	Rodati Motors Corporation	EIN: 36-4780247 2810 N Church St PMB 95826, Wilmington, DE 19802

### Clause 3 - Prices and commercial conditions

1. Unless otherwise stipulated in a formal document between the parties, the applicable prices, as well as the *features* present in each available hiring plan, are those exposed in this link <https://www.sirena.app/pt-br/pricing>;
  1. The prices displayed do not include any taxes or withholdings, which are the sole responsibility of the CLIENT;
  2. When the CLIENT contracts SIRENA from a country in which SIRENA does not have a local operation, the services will be provided and invoiced from its operation in the United States or Mexico, as the case may be;

The choice of plan is made by you at the time of hiring through the website <https://www.sirena.app/pt-br/>

1. Plan changes must be requested at least 30 (thirty) days in advance and will be reflected from the next billing cycle;
2. The hiring plans include:
  1. An initial fixed cost of assistance to request Facebook *to activate* WhatsApp for Business account. In case of rejection of the request by *Facebook*, these expenses will not be reimbursed;
  2. A fixed monthly, quarterly, half-yearly or annual cost, determined based on the number of WhatsApp Business accounts and Users of the SIRENA solution contracted;
  3. A variable cost consisting of the consumption of the *WhatsApp for Business* service, Facebook Messenger and Instagram Direct, according to the number of messages or notifications sent and according to the country corresponding to the telephone line linked to the WhatsApp account. Prices per country can be found at this link <https://www.sirena.app/pt-br/pricing>;
3. Any optional services contracted by the CLIENT (such as assistance, integrations or training) will be agreed between the parties through their own commercial proposal;

## Clause 4 - Payment Methods

### 2. Automatic Debit by Credit Card or Debit Card:

1. collections will be made monthly and in advance, with the first payment being made at the time of contracting;
2. SIRENA will be able to estimate the amounts charged as variable expenses (such as the volume of message traffic via WhatsApp). Any differences between the total amount due after the monthly calculation of variable expenses and the amount charged in advance will be offset, more or less, with the amounts to be charged in the following month;
3. SIRENA does not store any credit card information, only the last four digits of the card and a token identifying the payment methods provided by Spreedly, Inc. are kept. (Spreedly.com);
4. SIRENA may suspend and block the CLIENT's access to the solution and even terminate this agreement if the CLIENT unduly perseus (1) chargeback requests or (2) disputes with the credit card operator of the charge provided for in this clause;

### 1. Bank Transfer:

1. payments must be made in advance, within 20 days of the invoice being sent to the CLIENT by e-mail, from the address [billing@sirena.app](mailto:billing@sirena.app);
  2. the CLIENT must request by emailing [billing@sirena.app](mailto:billing@sirena.app) the bank transfer data corresponding to the SIRENA subsidiary that provides the services and is responsible for its billing;
  3. payment will only be considered made after sending proof of bank transfer to the email [billing@sirena.app](mailto:billing@sirena.app);
  4. SIRENA will be able to estimate the amounts charged as variable expenses (such as the volume of message traffic via WhatsApp). Any differences between the total amount due after the monthly calculation of variable expenses and the amount charged in advance will be offset, more or less, with the amounts to be charged in the following month;
  5. the monthly payment obligation will only be considered fulfilled with the full deposit of the invoiced amount;
  6. any costs associated with bank transfer will be borne exclusively by the CLIENT;
2. Payment delays will authorize SIRENA to suspend all or part of the services provided, including the functionality of sending and receiving messages via WhatsApp.
  3. In case of partial suspension, where some features of sirena's solution are no longer available, charges will continue to be generated on the portions of the service that remain available to the CLIENT.
  4. In addition to the suspension of the services provided for in the previous clauses, the amounts due will have an interest moratorium of 1% per month added and a non-compensatory fine of 10%.

## Clause 5 - Requirements for using the *Sirena* solution:

### 3. The requirements for the provision of services by SIRENA are:

1. updated web browser compatible for web access. Browser compatibility can be found via this link: <https://updatemybrowser.org/>;

2. compatible mobile cellular device, that is capable of downloading the *Sirena* application from the *Google Play* application store (for Android) or *App Store* (for IOS);
  3. acceptance and submission to the conditions provided for in these *Terms*;
  4. making the payment according to the contracted plan;
  5. the registration of the data of the CLIENT and its authorized users on the *Sirena* platform;
  6. the maintenance of the registered data in an updated way;
  7. the configuration of services by the CLIENT according to their needs;
4. The procedure for implementing the *Sirena* platform and preparing it for use will take place within 30 (thirty) days from the date of contracting the services:

## Clause 6 - Declarations by the Parties

4. SIRENA and you, who have agreed to the application and content of these Terms, declare that:
1. They are legally capable and legitimate to hire, are duly accredited to carry out their activities and are in a regular situation, possessing all licenses, authorizations, certificates, permissions or any other requirements that may be necessary at Federal, State and Municipal levels;
  2. They fully comply with their legal obligations, especially those of a fiscal, labor and social security nature;
  3. They have the respective and necessary technical and operational requirements to guarantee the provision and enjoyment of the services offered by SIRENA;
  4. There is no administrative, judicial or contractual obstacle that prevents them from complying with the obligations assumed under their Contract;
  5. They will guide their conduct, during and after the term of their Contract, in good faith and transparency, so as not to prejudice each other's legitimate rights and expectations and respect the social function of their Contract;
  6. In order to establish the contractual relationship between them, considerable or large investments were not necessary;
  7. They undertake to comply with all applicable legislation, especially the Federal Constitution, the Consumer Protection Code, the Civil Code, the Civil Framework of the Internet, the Brazilian Advertising Self-Regulation Code and the General Data Protection Law;

## Clause 7 - General Predictions

1. If any of the Parties does not enforce - when it is optional - any of the provisions governing the relationship between them or any right it has, this fact should not be interpreted as a waiver or as a new contractual stipulation;
2. If, for any reason, any contractual provision that governs the Contract between the Parties is considered invalid, illegal or unenforceable, the others - in what is not impossible or illogical - will remain unchanged and fully effective. If necessary, the affected provisions may be replaced by new ones, the effects of which are as close as possible to that desired by the Parties when those provisions are accepted and agreed;
3. The constitution of the relationship between the Parties will not be exclusive, the Parties remaining free to contract with other suppliers or customers;
4. Both Parties must make every possible effort to compel any successors to comply with the obligations assumed in the contract;

5. Without limiting the obligations and guarantees stipulated in these *Terms*, the contracted services will be provided by SIRENA “as is” (“*as is*”), without any guarantees and obligations, within the applicable legal limits, for improvements or adaptation to a specific purpose;
6. The relationship between SIRENA and CLIENT is that of a service provider and service receiver, respectively, so that it will not be considered, under any circumstances, as a means to form a company, *joint venture*, association, mandate, representation, agency, consortium or constitute a labor relationship in any format;
  1. If a labor claim related to the one between SIRENA and the CLIENT is assigned, the Party that is responsible in any way for the claimant shall hold harmless the party that was mistakenly subject of the claim;
  2. “To hold harmless” shall mean, for example: (1) seek to bring to the records of the complaint the reality of the facts and the relationship that existed between SIRENA and CLIENT, (2) seek the exclusion of the wrongful party from that proceeding through the procedural means available, (3) avoid judicial constrictions on the assets of the innocent party by making payments or presenting guarantees, and (4) reimburse asset constrictions that could not be avoided;

## Clause 8 - Update of contractual documents

1. The CLIENT acknowledges and agrees that any changes to these or other *Terms* that govern the relationship between the Parties may be made unilaterally by SIRENA in order to include changes or developments regarding the services and/or communication channels on which the SIRENA solution works;
2. Whenever possible changes import into any customer burden, this will be communicated with at least 30 days in advance.
3. The period mentioned in clause 5.2 may not be met when the change made is: (1) result of a change in law or regulation, (2) due to compliance with a court order, (3) due to changes in the policies of hiring third parties controlling communication channels and, therefore, directly influence the provision of services by SIRENA or (4) result from an emergency situation;
4. Despite the provision of clause 5.2, the CLIENT recognizes and agrees that it must periodically keep updated on the hiring policies and obligations contained in the contractual documents present in the link <https://www.sirena.app/en-us/legal/terms-and-conditions/>;
5. In addition to the provision in clause 4.4 above, **the use of services provided by SIRENA, after the effectiveness of the changes as set out in this clause, will be understood as the CLIENT's acceptance of the new conditions.**
6. If the CLIENT does not agree with the changes made, it may choose to terminate its contract, free of charge of any nature, provided that it does so within 15 days of the notification of change issued by SIRENA.

## Clause 9 - Communication between the Parties

1. Formal communications between the Parties will be given exclusively by e-mail: (1) the CLIENT will use the address of the provider's registered office for postal or the e-mail address [billing@sirena.app](mailto:billing@sirena.app) and (2) SIRENA will use the e-mail address provided by the CLIENT at the time of contracting;
2. Formal communications made outside the parameters stipulated in the previous clause will be considered as not received;

## Clause 10 - Intellectual Property

1. The Parties undertake to respect each other and permanently respect copyrights, trademarks, patents, records, source codes, software, industrial designs and other intellectual property rights;
2. Given the nature of the activity carried out by *SIRENA*, from licensing the use of software in an *as a service* format of a communication solution over digital communication channels, any type of development carried out on its platform will be considered as its property, being the CLIENT's responsibility, as the case, the license to use this eventual development only while contracted;
3. The Parties undertake not to reproduce, decompile or reverse engineer any services or platforms from each other;
4. *SIRENA* undertakes not to supply products whose exploitation rights are not legitimately guaranteed to it, either by ownership or by contract, even if from third parties;
5. The use of the name, logo or other distinctive signs of one party by the other can only occur with authorization by the same, unless otherwise provided in any other document signed between us, obliging both parties, in any case, to never harm or violate the other's rights by doing so.

## Clause 11 - Secrecy and Confidentiality

1. Given the nature of the relationship between the Parties and the nature of the services provided by *SIRENA*, the Parties recognize that information considered confidential may be exchanged with each other;
2. Information as follows will **not** be considered confidential: (1) are available to the public, (2) are made available to the public by the owner of the information, (3) were known by any of the Parties before having access to certain information by virtue of its Agreement, (4) have its disclosure determined by court order or administrative authority in the exercise of its powers or (5) come to the knowledge of any of the Parties with origin other than the contractual relationship maintained between them and without violation of any obligation of secrecy that is known to that receive the information;
3. In the event of a judicial or administrative determination to disclose confidential information, the Party that has to comply with the order will have the duty to inform the owner of the information - when this act of reporting is not legally prohibited by the disclosure order - what it must do before to disclose the information or, when this cannot happen for any reason, as soon as possible;
4. Confidential information provided by either Party for the performance of its Contract shall be used exclusively for the purposes and to the extent necessary for which it was disclosed. In compliance with these guidelines, the Parties consent to the disclosure of confidential information to employees, agents or representatives, who must be subject to the same or more rigorous duty of secrecy;
5. The duties of secrecy and confidentiality provided for in these *Terms* will remain in effect for up to 5 (five) years after the end of the contractual relationship between the Parties;

## Clause 12 - Assignment and Transfer

1. The CLIENT may only assign or transfer its Contract and / or the rights arising therefrom with prior and express authorization from *SIRENA*;
2. The assignment or transfer not communicated or authorized by *SIRENA* will result in the CLIENT being held responsible for all acts or facts related to the unauthorized assignees;
3. Despite the provision of clause 8.2, in the event of an unauthorized assignment or transfer, *SIRENA* may discontinue the provision of its services. Any damages or losses arising from

the regular exercise of the option provided for in this clause must be borne exclusively by the CLIENT;

4. The use of the services provided by SIRENA by companies affiliated with the CLIENT, understood as parent companies, controlled or belonging to the same economic group, will not imply the transfer of the obligations assumed by the CLIENT;
5. In the event of joint use provided for in the previous item, the CLIENT must inform all affiliates of the rules, obligations and guidelines that fall on the use of the services provided by SIRENA, including all contractual documents that govern the relationship between the Parties. The CLIENT will be fully responsible for any and all acts or facts practiced by the affiliates;
6. The Parties may assign and / or transfer their Contract in the event of a spin-off, merger or incorporation that may result in the transfer;
7. The change of corporate name, used name or logo does not matter in transfer or assignment, the existing obligations between the parties being kept intact;
8. In cases where SIRENA is authorized to resell, pass on or sub-license its services, the CLIENT must formally register that it brought to the attention and imposed on the third party receiving the services the same obligations, rules and guidelines for the use of the services that fall on itself, including informing (1) the location where the legal documents that prescribe such obligations are hosted and (2) the eventual existence of any updates on them;

## Clause 13 - Subcontracting

1. SIRENA may subcontract partner companies to perform part of the services contracted by the CLIENT;
2. Subcontracted partner companies must be submitted to the same conditions and the same quality standards to be observed by SIRENA within the scope of the relationship with the CLIENT;
3. SIRENA will be responsible for the acts or events linked to its subcontractors and which concern the execution of the contract with the CLIENT;

## Clause 14 - Anti-Corruption Ethics and Practices

1. The Parties undertake to strictly comply with Brazilian anti-corruption legislation (Law 12.846 / 2013) and American anti-corruption legislation (Foreign Corrupt Practices Act - FCPA), in addition to observing the highest standards of good practices in our respective markets and in terms of communication;
2. The Parties undertake to prevent the giving or receiving of any valuebles, gifts or advantages that are not a contractual consequence of the obligations assumed between them;
3. The Parties declare that they are not involved and undertake not to be involved, directly or indirectly, by themselves or their representatives, in any activity or practice that constitutes an infraction of anti-corruption legislation, in particular the Anti-Corruption Law and related regulation, currently in force. ;
4. The Parties undertake to (1) not use child, slave or similar labor and (2) observe and comply with applicable legal provisions regarding the protection of the environment;
5. The duties and declarations assumed by the Parties may be subject to personal audit or by third parties specifically hired, an opportunity in which the documents and activities that prove the Party's compliance with the terms of this clause will be investigated and analyzed;

## Clause 15 - Act of God and Force Majeure

1. In case of events that may be classified as act of God or force majeure, the Party that becomes aware of the event shall inform the other Party within two (2) days of the occurrence of the fact together with the measures that are being taken to combat the fact and the forecast for regularization, when possible;
2. The periods eventually affected by events of unforeseeable circumstances or force majeure will be extended in proportion to the delay;
3. The interruption of the services provided by SIRENA for a period exceeding 15 (fifteen) days during events of unforeseeable circumstances or force majeure will enable either Party to terminate the Contract without any amounts due as a fine or indemnity. In this case, the amounts calculated due to the use and / or availability, as the case may be, of the services provided will still be due;
4. Acts of God or Force Majeure will not be considered as excluding the duty of financial compensation assumed by the CLIENT in exchange for the provision of services by SIRENA;

## Clause 16 - Contract Termination

1. Either party may terminate this Agreement, free of charge, provided that it is communicated to the other Party at least 30 (thirty) days in advance;
2. In addition to other cases provided for in this or other applicable documents, the Contract between the Parties may be considered terminated when:
  1. the services offered by SIRENA can no longer be provided due to actions or events attributable to any of the Parties or to third parties;
  2. either Party has declared bankruptcy or deferred its judicial reorganization;
  3. securities are filed or executions are distributed against any of the Parties in an amount equal to or greater than their respective share capital;
  4. the CLIENT remains in default for a period exceeding 10 (ten) days;
  5. any of the Parties, after being asked to comply with any obligation provided for in the Contract, remains unresponsive for a period exceeding 5 (five) business days;
  6. the CLIENT is penalized by a communication channel controller and has banned or prevented access to a specific channel;

## Clause 17 - Hypotheses of Suspension of access to services

1. SIRENA may temporarily suspend access to its services when:
  1. its use is in disagreement with the Law or with any rules of use that must be respected;
  2. for any reason, any content found to be illegal is identified in your messages;
  3. the suspension must occur due to a judicial, police or administrative determination;
  4. default by the CLIENT for a period exceeding 5 (five) days;
  5. any damage, caused or attempted, to SIRENA is identified as a result of the use of the services by the CLIENT or any third party connected to it;
2. In the cases described above, SIRENA may suspend access to its services regardless of prior notice. Nevertheless, it will seek to notify the CLIENT in advance of the risk of suspension whenever possible;
3. The suspension of access - when imposed due to the guilty or willful conduct of the CLIENT or third parties connected to it - will not give rise to proportional discounts in the price, in cases of subscription payment, or in exemption from payment for the services that were provided.



## Clause 18 - *Beta Services and Free Services*

1. SIRENA may occasionally offer services in the Beta phase. The classification of a service as “Beta” will always be carried out publicly ostensibly and prior to its use;
2. Beta phase services are those that are not 100% (one hundred percent) finalized and that are constantly evolving, but that present improvements or new features that are already able to be used in a functional and effective way;
3. Beta products can be supplied free of charge or for payment against payment, which will not remove its own Beta characteristics;
4. Beta services may not work perfectly, so conditions such as availability, efficiency and others found in regular services may not apply;
5. The use of services in the Beta phase by the CLIENT is voluntary and subject to the provisions set out in this clause, so SIRENA cannot be held responsible for harmful acts or facts directly related to the use of the service in the Beta phase;
6. Beta services may present their own Terms of Use that will deal with the specifics of the conditions and obligations inherent to such services in detail;
7. SIRENA does not guarantee the continuity of the service or the launch of its commercial version;
8. SIRENA may discontinue services in Beta at any time and regardless of prior notice;
9. In addition to services in the Beta phase, SIRENA will also be able to provide the CLIENT with *free trials*, services or free features through its Platforms;
10. Free services may be discontinued or charged in the future. The CLIENT will be informed in advance, at least 30 (thirty) days in advance, of the proposed commercial conditions for using the services.

## Clause 19 - Content Trafficked

1. It is exclusively up to the CLIENT to choose and / or create the content to be sent in messages trafficked through the services provided by SIRENA;
2. When communicating, however, the CLIENT must:
  1. Always identify yourself in a clear, precise and legitimate way when starting your communication;
  2. Do not traffic dubious content, the nature of which cannot be clearly identified;
  3. Do not traffic messages whose content is known to be false or intentionally out of date;
  4. Respect the social function of communication;
  5. Do not violate the rights of third parties;
  6. Respect the rights of holders of personal data processed by the communication made;
  7. observe and follow the current and applicable legislation, in addition to the rules of use of the communication channel used, especially the *Terms of Use - WhatsApp Business*;
4. Regardless of the solution or channel used by the CLIENT, the messages sent must be of a strictly commercial, corporate and / or institutional nature, the use of SIRENA services for traffic of messages of a personal or other nature being prohibited;
5. If, due to the content trafficked by the CLIENT, SIRENA should suffer (1) any type of sanction, legal or contractual, imposed by a government agency or company that controls the communication channel, or will suffer (2) any type of damage claimed thirdly, the CLIENT will be charged the corresponding amount in full and immediately, without prejudice to the determination of any additional losses and damages;

## Clause 20 - Pricing policy

1. SIRENA may, upon prior notice of at least 30 (thirty) days, change the prices charged for the services provided in accordance with its needs;
2. If the CLIENT does not agree with the updated prices, it may request the cancellation of its contract, without any charge, provided that it does so within the period mentioned in item 19.1 above;
3. The use of the services provided by SIRENA after the period of 30 (thirty) days mentioned in item 19.1 above will result in the CLIENT's **acceptance** of the new commercial conditions;

## Clause 21 - Liabilities

1. **SIRENA will not indemnify damages of any nature that are caused due to the content of messages sent by the CLIENT;**
2. **SIRENA will not indemnify lost profits or damages caused by loss of chance or similar hypotheses;**
3. **SIRENA will not indemnify damages caused due to the use of products in Beta phase;**
4. **SIRENA will not be held responsible for acts, facts or failures directly linked to (1) suppliers of communication channels, such as Facebook Inc., or (2) to third parties whose performance is not under its direction, supervision or responsibility;**
5. If SIRENA is subject to assessment by any governmental authority or third party supplier, and this assessment originates from an act or fact practiced (1) by the CLIENT, (2) by a third party that can be understood under the responsibility of the CLIENT or (3) by a third party in the wrongful and culpable use of the CLIENT's access credentials to any of the channels, platforms or tools offered by SIRENA, the CLIENT must assume responsibility for this assessment and reimburse SIRENA for any expenses that it has incurred or damages that it has suffered due to the assessment;
6. Except for the cases provided for in the clauses above or in others specifically provided for in these Terms, SIRENA and the CLIENT will respond within the limits of the respective participation in each harmful event;
7. The CLIENT shall jointly and severally indemnify damages caused as a result of the breach of any obligations provided for in this or other applicable Terms when such breach is practiced by, (1) a third party that can be understood under the responsibility of the CLIENT or (3) a third party culpably misusing your credentials to access any of the channels, platforms or tools offered by SIRENA;
8. In the face of judicial or administrative proceedings, the Party that is responsible for the facts found there - in accordance with the law or any of the applicable Terms - shall (1) make all efforts that are reasonably expected to defend and maintain the innocent party and (2) assume their share of responsibility for the actions and events under discussion, seeking, when appropriate, the exclusion of the innocent party from that process;

## Clause 22 - Security of Information and Treatment of Personal Data

1. SIRENA and the CLIENT undertake to process the Personal Data involved in the making and necessary for the execution of the contract signed between them, solely and exclusively to fulfill the purpose for which they are intended and in compliance with all applicable privacy and data protection legislation.
2. SIRENA or its affiliates, its employees, representatives, contractors or others will carry out the Processing of Personal Data on behalf of the CONTROLLER will ensure that any person involved in the Processing of Personal Data on their behalf, due to the contract signed between SIRENA and CLIENT, will comply with the provisions provided for in this clause;

3. **Purpose:** SIRENA, as an Operator, will treat the Personal Data received in compliance with the provisions of the contract signed with the CLIENT, in any amendments or to comply with the instructions provided by the Controller within the contractual relationship, always in compliance with the applicable principles and rules, observing the applicable privacy and data protection legislation;
4. **Security measures and controls:** SIRENA declares and guarantees that it has measures in place to protect the processed Personal Data, as well as having an established information security policy, which determines technical and administrative measures capable of guaranteeing the integrity, availability and confidentiality of the processed information;
5. **Sharing of personal information:** SIRENA will ensure that Personal Data is not accessed, shared or transferred to third parties (including subcontractors, authorized agents and affiliates) without the prior written authorization of the Controller, except in cases necessary for the execution of the contract signed with the CLIENT;
  1. In cases where sharing occurs to third parties, SIRENA must ensure that the third parties: a) comply with the applicable legislation on privacy and data protection; b) observe the purposes and guidelines established by the Controller for the Treatment of Personal Data; and c) adopt, at least, the same data protection standards adopted by SIRENA.;
  2. In the cases provided for in item “i” above, SIRENA will be responsible for all actions and omissions carried out by such third parties, relating to the Treatment of Personal Data, as if it had performed them personally and directly;
6. **Audits:** SIRENA recognizes the Controller's right to conduct audits related to existing Treatment activities under its contract, so that it will make available, when requested and provided that there is prior notice of 15 (fifteen) days and that SIRENA's regular activities are not impaired, all the documentation necessary to demonstrate compliance with the obligations provided for in this clause and the applicable legislation on privacy and protection of Personal Data, with due regard for business secrets;
7. **Audit Confidentiality:** The Parties agree that any auditor or third party security company that concludes a contract with SIRENA must (1) use SIRENA's confidential information only for inspection or audit purposes; (2) keep SIRENA's confidential information (including any information relating to its other customers) confidential; and (3) treat Personal Data in compliance with the rules established here for the Treatment of Personal Data by SIRENA;
8. **International transfer:** If an international transfer of Personal Data is necessary to comply with the contract signed with the CLIENT, SIRENA will inform the Controller in advance and adopt the necessary security measures to guarantee the confidentiality, integrity and availability of the transferred Personal Data;
9. **Rights of Holders:** Whenever requested, SIRENA will assist the Controller in meeting requests made by Data Subjects;
  1. The assistance obligation provided for in the *caput* may be performed through the implementation of functionalities in SIRENA's systems, so that it allows the Controller and its representatives to extract the information on their own;
10. **Incidents:** SIRENA declares that they have an Incident response plan. In the event of an Incident involving Personal Data, SIRENA will inform the Controller as soon as possible, reporting:
  1. Incident date and time;
  2. Date and time of the notification by the notifier;
  3. List of types of Personal Data affected by the Incident;

4. Number of affected holders (size of the Incident) and, if possible, the list of these individuals;
5. Contact details of the person in charge or other person from whom it is possible to obtain more information about what happened;
6. Description of the possible consequences of the event;

**11. Destruction or return of Personal Data:** SIRENA shall, under the control of the Controller, or when the existing contractual and mandatory bond is extinguished, return the Personal Data shared due to the purposes previously agreed and carry out the definitive and permanent deletion of Personal Data, except in the event that SIRENA has protection or legal obligation to continue processing Personal Data;

**12. Documentation:** SIRENA will be able to document and archive all decisions and instructions from the Controller related to the Treatment of Personal Data necessary for the execution of its Contract, for a period sufficient to protect itself in case administrative or judicial proceedings are instituted, due to non-compliance with the applicable legislation.;

**13. Accountability:** SIRENA shall not be liable for any claims, losses and damages, judicial, administrative or arbitration costs, in any instance or court, fines, or any other situation involving the payment of monetary amounts, except if the events that led to such consequences result from exclusive and proven fault of SIRENA, and are directly related to the contract signed with the CLIENT:

1. According to the provisions of the caput, the Controller undertakes to keep SIRENA free from any judicial, administrative or arbitration proceedings that may be instituted;
2. As an Operator, SIRENA safeguards its right of return against the Controller, should it incur any of the procedures / costs mentioned above, without prejudice to the reimbursement of expenses resulting from the process, in addition to other measures, such as denunciation of the dispute;
3. SIRENA safeguards its right to refuse, by formal written notification, any operation ordered by the Controller that implies in the Treatment of Personal Data in non-compliance with the Personal Data protection rules in force;

**14. Survival:** Notwithstanding anything to the contrary, the obligations of the Parties defined in this clause will continue as long as SIRENA continues to have access, is in possession, acquire or carry out any Processing operation on the Personal Data obtained as a result of the contractual relationship with the Controller, even if all the contracts between SIRENA and the Controller have expired or been terminated.

## Clause 23 - Jurisdiction

1. Any conflicts that arise from the execution of the contract between the Parties should be resolved, preferably, by mutual agreement and negotiations in good faith;
2. If the parties fail to reach an amicable resolution, disputes shall be resolved exclusively by arbitration, with the renunciation of any forum or jurisdiction in accordance with the Rules of Arbitration of the *International Chamber of Commerce (ICC)*;

1. the costs of the arbitration procedure, including attorney fees and procedural fees, will be borne by the party that has its claim dismissed, in proportion to its rejection;
2. emergency procedures provided for in the Regulations will not be applicable;

**23.** The competent arbitration chamber will be that of the place where the SIRENA company providing the services under discussion is headquartered;

# Terms of Use - *WhatsApp Business Solution*

This document will present the conditions, guidelines and policies applicable to the CLIENT while using the communication channel WhatsApp Business.

## Clause 1 - *WhatsApp Business Solution*:

1. It is a corporate solution consisting of a communication channel between companies and users of the WhatsApp application. It is a proprietary client software and management by *Facebook Inc.*;
2. In this sense, the use of the solution by the CLIENT does not invest him in any intellectual property right over *WhatsApp Business Solution*;

## Clause 2 - Application of these Terms:

1. The CLIENT must observe and follow the rules and guidelines present in this document - and those referenced below - whenever using the *WhatsApp* application as a communication channel with its Recipient, regardless of the solution, tool or interface eventually integrated into the channel;
2. These *Terms* are considered an integral part of the CLIENT's *Contract* and apply simultaneously with the other legal documents that govern SIRENA's services in general or the use of specific communication channels;

## Clause 3 - The relationship between BSP and WABA holder:

1. For clarification purposes, the following definitions apply regarding the use of the *WhatsApp Business Solution* channel:

*3.1.1 Business Service Provider (or "BSP")*: It is the quality and designation of the official and approved provider of access to the *WhatsApp Business* channel;

1. The *Zenvia Mobile Services Digital SA*, through its wholly owned subsidiary "*MKMB Technology Solutions LTD*", is now the *BSP* of *WhatsApp* accounts used by the customer;
1. *WhatsApp Business Account (or "WABA")*: Accredited and homologated access to *WhatsApp's* corporate communication solution maintained by *Facebook Inc.* With this access, an account is created so that the user / holder can receive and send messages through it.
2. Within the scope of this relationship, *Zenvia / MKMB* is the only and exclusive enabled to offer any and all implementation and support services related to the *WhatsApp Business* channel;
3. The *WABA* holder is the legal entity pre-validated and authorized by *Facebook Inc.* to use the *WhatsApp Business* channel to communicate with its final recipients;
4. The CLIENT may not, in any event, request services, make complaints and suggestions or open directly contact by the *Facebook Inc.*, to *WhatsApp* or any other companies belonging to the group, subject to interruption of access to the channel services, contract termination, applying a fine and determining losses and damages, as the case may be;

## Clause 4 - The ISV Program:

1. If the WABA holder, (1) already uses services provided by third parties (referred to as *ISV*s) integrated into the *WhatsApp Business* channel or (2) wishes to use services provided by *ISV*s integrated into the channel, it is **mandatory to** join and the *ISV* to "Program *ISV*s " imposed by *Facebook Inc*;
2. In order to adhere to the "Program", it will be necessary to express formalization through the signature of own documents required by *Facebook Inc*. in addition to the prior validation process on the *ISV* intended to be applied by *Facebook Inc*.;
3. In the event of item 4.2 above, *ZENVIA*, in its role as *BSP*, will provide the information and support necessary for the WABA holder to join the program;

## Clause 5 - Policies, Terms and Conditions of Use established by *Facebook*:

1. **In addition to the provisions contained in these Terms, other documents prepared by Facebook are also responsible for establishing conditions, obligations and guidelines for the use of WhatsApp Business Solution;**
2. The current list of such documents, with their respective access *links*, is as follows:
  1. *WhatsApp Business Solution Terms* (<https://www.whatsapp.com/legal/business-solution-terms/>);
  2. *Facebook Terms* (<https://www.facebook.com/legal/terms>);
  3. *Facebook Commercial Terms* ([https://www.facebook.com/legal/commercial\\_terms](https://www.facebook.com/legal/commercial_terms));
  4. *WhatsApp Business Terms of Service* (<https://www.whatsapp.com/legal/business-terms/>);
  5. *WhatsApp Business Policy* (<https://www.whatsapp.com/legal/business-policy/>);
  6. *WhatsApp Legal Information* (<https://www.whatsapp.com/legal/#privacy-policy>);
  7. *WhatsApp Intellectual Property Policy* (<https://www.whatsapp.com/legal/#ip-policy>);
  8. *Diretrizes de Marca do WhatsApp* (<https://whatsappbrand.com/>);
  9. *Technical and product documentation* (<https://developers.facebook.com/docs/whatsapp/guides>);
3. **It is important to know that** Facebook can update, unilaterally and regardless of prior notice, any of the documents that deal with the use of *WhatsApp Business Solution*, especially those listed above, and that to continue using the channel, the CLIENT must accept and follow any new conditions, obligations or guidelines;

## Clause 6 - CLIENT's General Obligations regarding the use of the channel:

1. Ensure the login data of the registered user (s) to use the solution *software*, refraining from revealing, duplicating, reproducing or distributing such access data;
2. If you have a third-party provider integrated into the solution, ensure that this third party will only process data in accordance with your instructions and authorization, within the limits imposed by all documents dealing with guidelines and policies for using the solution, especially the *ISV* program;
3. Present the *WhatsApp* logos, in whole or in part, always unchanged, and it should not be combined with another logo, company name, brand or generic terms;
4. Present the name " *WhatsApp*" as a single word, without modifications or abbreviations, keeping the letters " *W*" and " *A*" in uppercase;
5. Follow *WhatsApp*'s visual identity, which incorporates the colors "bluish green", "green," blue" and others throughout the application;
6. Follow the brand guidelines present in the *Brand Guidelines* document (<https://whatsappbrand.com/> when using

[the WhatsApp logo to promote your commercial presence in the application when using the WhatsApp Business Solution](#) or the *WhatsApp Business APIs*;

7. Obtain Recipients' Formal Authorization (OPT-IN) in advance, expressly and registered to send messages through *WhatsApp Business Solution*;
8. Make it possible for Recipients to request a Formal Cancellation (OPT-OUT) to receive messages sent through *WhatsApp Business Solution*;
9. Respect all requests - submitted via WhatsApp or outside of it - to block, discontinue or refuse communications via WhatsApp ("Refusal Option"). In case the Refusal Option is presented by any Recipient, BSP, when aware of such Option, will remove such Recipient from the User Base, preventing the sending of new messages to that one;
10. Use templates for making your messages; Such models must be in accordance with the guidelines and policies for using the solution and *WhatsApp will be able to analyze the message models before they are used*;
11. Maintain a Privacy Policy in force that respects the applicable legislation, especially regarding the rights of data subjects;
12. About the telephone number to be linked to WABA:
  1. The number must be owned by the WABA holder;
  2. The number must be able to receive SMS or voice calls for registration to be completed;
  3. The number cannot have been used before with the WhatsApp Business API;
  4. Once a phone number is registered with the WhatsApp Business API, it cannot be used by the WhatsApp Business app or normal WhatsApp. It is possible to upgrade a phone number to the WhatsApp Business API, but not to downgrade;
13. Authorize the provision to *Facebook* of data, metrics and other information related to the use of the *WhatsApp Business Solution* CLIENT, especially by linking your *Facebook Business Manager* and *Facebook for Developers account* to WABA;
14. Respect the image, brand and confidentiality guidelines that are not found in the normative documents prepared by *Facebook*;
15. Maintain infrastructure, servers and any other equipment necessary for the solution to function;
16. In the event of termination of the channel licensing service agreement, destroy copies of *software* and modifications that are in the possession of the CLIENT as well as return materials and documentation that were delivered to him under his contract;

## Clause 7 - Prohibitions imposed on the CLIENT related to the use of the channel:

1. Directly or indirectly, use data obtained from *WhatsApp Business Solution* to (1) track, build or augment profiles of individual *WhatsApp* recipients, (2) treat such data with third parties, even in an anonymous way; aggregated or derived, (3) redirect *Facebook* and *WhatsApp services*, use *piggyback* or redirects, or (4) combine this data with any other third party data sources;
2. Use the data of the Recipients contacted for a purpose other than that necessary and justified to support the types of messages (content) trafficked;
3. Send messages to Recipients who have not given Formal Authorization or who have presented a Refusal Option;
4. Send messages of a promotional, advertising or *marketing nature*;
5. Create interactive games or programs that involve skills, competition and / or luck;
6. To relate, at any level, to terrorist or organized crime activities and, in this sense, to traffic messages whose content tolerates or supports groups or individuals linked to such activities;

7. Use *WhatsApp Business Solution* to commit crimes or facilitate / organize criminal activities that cause injury to people or animals, harm companies or cause damage to third parties;
8. Disclose or ask for credit card or bank account numbers and data to be disclosed;
9. Traffic messages whose content is in disagreement with the applicable legislation and regulation, especially Law 8,078 / 90 (Consumer Protection Code), Law 12,965 / 14 (Marco Civil da Internet) and Law 13,709 / 18 (General Law Data Protection), among others;
10. Assign third-party rights to use *WhatsApp Business Solution* without Facebook's prior and express consent;

#### Clause 8 - *Facebook's Prerogatives over WABA:*

1. The *Facebook Inc.* may, at its sole discretion, restrict and / or remove your access to the solution where the CLIENT:
  1. Receive excessive negative *feedbacks* from recipients or cause damage to *WhatsApp* or its individual users, including your Recipients;
  2. use solutions offered by third parties, even when official *WhatsApp* tools and products are available;
  3. violate any of the policies or guidelines for using *WhatsApp* or encourage third parties to do so. In these cases, the CLIENT may be prevented from using the solution again;

#### Clause 9 - *The status of WABA and the effects of account suspension or cancellation:*

1. Zenvia will form SIRENA within 48 (forty-eight) hours any changes of *status* in the *WABA CUSTOMER* promoted by *Facebook*;
2. When applicable, in the event of suspension or banishment of the CLIENT's account, ZENVIA, together with SIRENA, will seek to understand the reasons for the penalty applied by *Facebook* and, when applicable, reestablish the regular active *status*;
3. A ban on an account not reverted by *Facebook* \* will constitute in the event of motivated automatic termination of the contract maintained between the CLIENT and SIRENA;
4. Since the suspension or ban determinations are passed exclusively by *Facebook*, SIRENA or ZENVIA cannot be held responsible for any damage that originates from these determinations, except in the event that ZENVIA has proven to cause, exclusively, the possible penalty.;

#### Clause 10 - CLIENT's responsibilities related to the use of the channel:

1. The CLIENT will respond in full:
  1. for any and all acts or omissions of third parties appointed by the CLIENT to join the *WhatsApp Business* channel;
  2. for any damage caused by the content of the messages being trafficked;
  3. for any and all damages that originate in the underlying relationship between the CLIENT and the Recipient of their messages;
  4. for any and all punishments or sanctions imposed on SIRENA, ZENVIA or *Facebook Inc.* that originate from an act or fact attributable to the CLIENT or third parties under its responsibility;