

TERMS OF MEMBERSHIP

JHC DA SILVA NEGOCIOS DIGITAIS LTDA ("Reportana"), a company headquartered in the city of São Bernardo do Campo/SP, Legal Entity Registry (CNPJ) No. 38.369.962/0001-95, based on these Terms of Membership, provides its customers and users of the website <https://reportana.com> and the platform <https://app.reportana.com> marketing services for e-commerces, information producers and local businesses.

These Terms of Membership govern **Reportana's** membership rules, with Users declaring to be aware that, by registering on the Platform and/or making the payment for the subscription, they express their full, irrevocable and irreversible agreement with the terms established in this document.

By registering on the Platform or purchasing **Reportana** services, Users confirm that they read these Terms and agree with the conditions set forth herein. Acceptance of this document will be made through electronic adhesion..

1. DEFINITIONS

For the purposes of precise and uniform interpretation of this document, the following definitions are adopted:

- 1.1 **Reportana:** legal entity responsible for making the Platform available and providing the services described herein.
- 1.2 **Platform:** online system accessible via browser or other digital means, aimed at e-commerce marketing, information producers and local businesses, using e-mail marketing services, SMS automation, telephone call automation, marketing automation, sales monitoring and tools for WhatsApp.
- 1.3 **User:** natural person or legal entity who contracts the Platform's services through payment and acceptance of the Terms of Use and Terms of Membership.
- 1.4 **Payment:** any amount paid by the User to obtain access to the Platform's services, including, but not limited to, subscription plans and additional features or packages contracted.

- 1.5 **Automatic Renewal:** monthly and/or periodic charge made automatically, according to the plan contracted by the User.
- 1.6 **Refund:** refund of amounts paid by the User.
- 1.7 **Cancellation:** action taken by the User to stop automatic subscription renewal.
- 1.8 **Data Storage:** storage, on **Reportana's** servers, of all account information, including automations, campaigns, lists, messages created on the Platform, in addition to data synchronized from third-party systems.

2. IRREVOCABILITY OF PAYMENTS

- 2.1 The User declares to be aware and in full agreement that all payments made to the Platform are final and irrevocable, and that no refunds are applicable, including, but not limited to, cancellations, withdrawals or dissatisfaction. Refunds will only be granted exclusively for the first subscription, provided that they are requested after the cancellation of the subscription and within 7 (seven) days from the first access to the Platform, even during the free trial period. For renewals and recurring payments, there will be no right to a refund.
- 2.2 In cases where the User is within the legal period of 7 (seven) days to exercise the right of withdrawal, this will be counted from the first access to the Platform, even during the free trial period. The refund will only be made upon express request within this period. If there is no request, the User will maintain the right to continue using the Platform until the end of the contracted period, without refund of any amounts.
- 2.3 If the User consumes 20% (twenty percent) or more of the email credits available in their plan, they are considered to no longer be in the testing phase, but rather in full use of the Platform. In this case, the right of withdrawal will be revoked, and it will not be possible to refund amounts, regardless of the request period or whether it is the first subscription.
- 2.4 The purchase of credits for sending messages is not subject to the right of withdrawal, as it is a consumable digital product. As the credits are delivered immediately, the purchase is final and cannot be cancelled or refunded after payment confirmation.

- 2.5 In the event of payment processing failure, new collection attempts will be made to enable the reactivation of the contracted plan. The User will also be notified about the need to regularize the payment, and the maintenance of the services will only be reestablished after the payment is regularized.
- 2.6 Chargebacks are not permitted. All refund requests must be handled exclusively through our service channels and will be analyzed in accordance with applicable legal law. If the User makes a chargeback, **Reportana** will gather evidence of the use of the Platform and take the appropriate legal measures, including, but not limited to, contesting the matter with the card operator and reporting it to credit protection agencies, such as SERASA (Advisory Services) and SPC (Credit Protection Service). To regularize the situation, the User must pay the full amount of the disputed subscription, in addition to bearing any resulting charges.

3. ACCESS BLOCK AND SECURITY MEASURES

- 3.1 **Reportana** reserves the right to block the User's account and, if necessary, adopt the appropriate legal measures, as provided for in current legislation, if fraudulent, suspicious activities or activities that violate the Platform's Terms of Use are identified. Blocking will result in the total or partial impossibility of accessing and using the services offered by the Platform.
- 3.2 Temporary blocks may occur due to our automatic security mechanisms, which aim to protect the integrity of the Platform and User data. Blocking may result in partial inability to access and use the services offered. If it is identified that the User is not carrying out any illicit activity, access will be reestablished as quickly as possible. These blocks are part of our protection measures and, therefore, **Reportana** is not responsible for any losses or damages resulting from these restrictions. By subscribing to the Platform, the User declares to be aware of to agree with these conditions.

4. PLATFORM AVAILABILITY

- 4.1 The Platform services will be available 24 hours a day. However, as with any software, maintenance without prior notice and temporary instabilities that

impact the use of the Platform may occur, although we work continuously to ensure the stability of the services. These occurrences are normal in any technology and are part of the process of maintaining and improving the Platform. **Reportana** is not responsible for any losses or damages resulting from these instabilities. By using the Platform, the User is aware of and agrees to these conditions.

5. EXPRESS AGREEMENT

- 5.1 By registering on the Platform and/or making payment for the subscription, Users express their unequivocal and irrevocable agreement with the Terms of Membership.
- 5.2 Users declare to be fully aware that the absence of refunds applies to all payment methods, including recurring transactions and automatic renewals. Therefore, the management of their subscription, as well as the request for cancellation before the next charge, are their sole responsibility.

6. DATA STORAGE AND POST-CANCELLATION ACCESS

- 6.1 In the event of cancellation of the subscription, Users will maintain the right to access the Platform until the end of the contracted period, 30 days after payment or renewal of the subscription, provided that they are not entitled to a proportional refund, as established in items 2.1 and 2.2 of this document.
- 6.2 After canceling the subscription, the User's data will remain stored on the Platform for a period of up to 45 (forty-five) days at **Reportana's** discretion. During this period, the User may request the reactivation of the account by purchasing a new plan. After cancellation, **Reportana** is not responsible for maintaining the storage of account data, which may be permanently deleted, with no possibility of recovery.

7. PRECEDENT ABSENCE

- 7.1 Any exception to this policy will be granted solely and exclusively at **Reportana's** discretion, without such concession constituting a future obligation

or acquired right.

7.2 Any refunds granted out of mere generosity on the part of **Reportana** will not constitute a precedent for other cases, nor will they create expectations of the right to new refunds.

8. FINAL PROVISIONS

8.1 The User declares, for all legal purposes, to have read, understood and accepted all the provisions contained herein before making any payment, aware that contracting the services implies full and unrestricted adherence to this policy.

8.2 Any doubts or questions regarding the applicability of this document must be resolved through our service channels before the contract is signed.

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