

PayPal Acquiring Agreement

Last updated on 2 June 2025

The terms and conditions of the acquiring services ("Acquiring Agreement") set forth herein are integral and inseparable parts of the PayPal User Agreement ("Agreement"), signed between you and PayPal do Brasil Instituição de Pagamento Ltda. ("PayPal"), a company organized and existing in accordance with the laws of Brazil, registered in the National Registry of Legal Entities of the Federal Revenue of Brazil ("CNPJ") under no. 10.878.448/0001-66, with an office in the city of São Paulo, State of São Paulo, on Avenida Paulista, 1.048, 13º andar, ZIP code 01310-100, governing your relationship with PayPal as an acquirer.

By using PayPal's acquiring services ("Acquiring Services"), you agree to comply with all of the terms and conditions of this Acquiring Agreement. You also agree to comply with PayPal's policies and each of the other agreements on the [Terms of Use](#) page that apply to you.

This Acquiring Agreement, the Agreement, and any other applicable agreements you have entered into with PayPal (collectively, "PayPal Agreements") shall apply to your use of the Acquiring Services. If there is any inconsistency between the terms of the Agreement (in particular, the "Sale and Acceptance of Payments") section and the terms of this Acquiring Agreement, then the terms of this Acquiring Agreement shall prevail with respect to your use of the Acquiring Services.

I. OBJECT

1. The object of this Agreement is:

- i. Establishing the terms and conditions of your acquiring to receive payments by PayPal;
- ii. The capture, routing, transmission, and processing of transactions, with PayPal enabling you to accept payments;
- iii. Carrying out advance receivables transactions.

2. By signing up to this Acquiring Agreement, you acknowledge and agree that PayPal acts as an acquirer of certain credit card networks ("Card Networks"), as well as other means of payment permitted by this Agreement or agreed between the parties. Such conditions shall be valid provided that the provisions set out herein are complied with and that the Transaction has been carried out in accordance with this Acquiring Agreement. PayPal shall be responsible for the collection, capture, processing, and settlement of transactions.

II. ACQUIRING

1. You will only be acquired by PayPal after prior approval by PayPal based on its own evaluation criteria and registration, financial, and other analysis.

2. To be able to be acquired, you must be a resident of Brazil, have active registration with the Federal Revenue Service of Brazil (Cadastro de Pessoa Física (CPF) or Cadastro Nacional de Pessoa Jurídica (CNPJ)), and be at least 18 years old (in the case of natural persons).
3. When being acquired, you must provide correct and up-to-date information and comply with the conditions set out in the Agreement, in particular:
 - i. You agree that PayPal may obtain your personal and/or business credit report from a credit bureau (including SPC [Brazilian Credit Protection Service] and/or SERASA or another credit bureau) at the time of acquiring and whenever we reasonably believe there may be a high level of risk associated with your activity. In addition, with your consent, PayPal may check your information in the Brazilian Credit Information System (SCR) database, as applicable.
 - ii. In accordance with regulations issued by the Central Bank, you: (i) shall provide PayPal with information about agreements entered into between you and non-financial institutions involving the negotiation of your receivables; (ii) authorize PayPal to submit such information, as well as your receivables schedule, to a receivables registration system; and (iii) authorize PayPal to perform the financial settlement of your receivables in accordance with the instructions provided by the aforementioned registration system.
4. The beginning of the acquiring process may occur through the channels made available by PayPal, including, but not limited to: the PayPal commercial area, self-acquiring via the [PayPal](#) website, call center, or other channels that may be made available by PayPal.
5. The formalization of the acquiring and commercial conditions, through any of the channels offered by PayPal, will take place after your acceptance of the Agreement and this Acquiring Agreement.
6. Your effective acquiring is conditional on PayPal's prior acceptance, upon presentation, when necessary, of the documents and information requested by PayPal, which will analyze the activities you carry out, your financial health and that of your partners/representatives/owners/shareholders, your history of previous relationship with PayPal, among other registration and financial analysis criteria that may be adopted by PayPal, at any time, including during the term of this Acquiring Agreement.
7. From your subscription and the completion of the technical integration procedure, where applicable, you will be able to accept payment transactions ("Transactions") made with payment instruments issued by the Card Networks with which PayPal has a relationship.
8. During the term of this Acquiring Agreement, PayPal may, at any time, establish new relationships with other Card Networks to enable the acceptance of payment instruments issued by these Card Networks, as well as terminate or suspend the acceptance of payment instruments of a particular Card Network. Should this occur, we will inform you by email or via notice posted on the Policy Updates page on our website.

9. You may not make Transactions in illegal, restricted segments or in industries other than those contained in your registration request to PayPal (even if these segments are included in your corporate purpose) without prior authorization.
10. At the time of your affiliation, or during the term of this Acquiring Agreement, the types of products or cards that you may accept and the types of Transactions and forms of capture that you will be authorized to perform will be defined based on PayPal's criteria. In accordance with such types of products or cards, capture methods, and Transaction types, the specific conditions determined in this Acquiring Agreement and/or in the rules of the Card Networks will also apply.
11. You may not modify the types of registered products and services for which you make Transactions without obtaining prior written authorization from PayPal. This includes, but is not limited to, changes or expansions that require updating the Merchant Category Code ("MCC") to reflect the new nature of the products and services offered.
12. Your acquiring implies compliance, on your part, with the rules and determinations of the Card Networks, the PCI Data Security Standard (PCI-DSS), and regulatory bodies, as well as automatic authorization for PayPal, whenever it deems necessary and including through third parties: (i) to verify the regularity of your constitution, and to be able to request additional information and documents (including from end sellers within your platform, when applicable); (ii) to evaluate your facilities by checking the regularity of payment method acceptance practices and Transaction information and data from payment instrument holders ("Cardholders").
13. The hiring and qualification of new items and services associated with the acquiring may be subject to your sending all documents or information requested by PayPal, which you must forward within a period of up to 10 (ten) days. Your acceptance by PayPal is subject to prior analysis of these documents.
 - Once you accept your subscription to a new product, completion of your first transaction will represent your express acceptance of the specific, operational, and commercial conditions established by PayPal for the new product.

III. TRANSACTIONS

1. Transactions may only be made with cards from the Card Networks specified by PayPal, subject to the provisions of Item 2.7.1.
2. If the Cardholder does not recognize or disagrees with the Issuer regarding the Transaction amount ("Dispute"), and, in case of origin of the Dispute, observed the rules of the Card Network, PayPal will cease making the payment of the Transaction amount to you or, if it has already done so, may adopt, in its sole discretion, any of the forms of collection provided for in this Acquiring Agreement.
3. You hereby acknowledge that the Transactions are, in all cases, your sole risk, and you are fully responsible for any disputes, fines, cancellations, penalties, losses, and damages related to the

Transactions, even if you have observed all the conditions provided for in this Acquiring Agreement and/or in the rules of the Card Networks.

4. You are responsible for guiding and controlling your employees, contractors, representatives, service providers, and any third parties acting in the execution of the transaction so that they comply with the provisions of this Acquiring Agreement and guarantee the quality and safety of the services provided.
5. You agree to:
 - i. Comply with all the conditions set out in this Acquiring Agreement and/or in the rules of the Card Networks applicable to the payment methods enabled. If you fail to comply with any of these rules, you will be subject to fines, damages and possible termination of the Agreement.
 - ii. Prove to PayPal, when requested, the perfect legal formalization of the transaction;
 - iii. Provide solely and exclusively goods or services for which you have been expressly authorized by the Cardholder;
 - iv. If the Cardholder objects, you understand that you must comply with the request for a copy of all documentation pertaining to the transaction in question, within the time frames and conditions established by PayPal, the Card Networks, and the Issuers.
6. You acknowledge and agree that in order to accept and process a Transaction you must implement and adhere to all requirements, guidelines, regulations, and security measures designed by PayPal, the Card Networks, and the Issuers to ensure the secure transmission of Cardholder data.
7. You acknowledge and agree that you must take the contractually required or commercially advisable precautions in completing the Transaction.
8. You must immediately report to PayPal any security breach, suspected fraud, or suspicious activity.
9. Whenever indications of fraud or confirmation of fraud are identified, PayPal may, at its sole discretion, immediately block the transaction.

IV. CANCELLATION OF TRANSACTIONS

1. In the event that the Cardholder subsequently does not recognize or disagrees with the Issuer regarding the transaction amount, PayPal may, within the terms and conditions provided for in the manuals and in the rules of the Card Networks, cancel the transaction, without prejudice to the applicable legal measures.
2. You will be able to request the cancellation of regularly performed transactions directly in the technological solution you use, as per the Card Network rules.

3. Irregular transactions that you carry out, whether complicitly or not, will be subject to cancellation by PayPal if irregularities and/or circumstances that give rise to indications or suspicion of fraud are found.
4. If PayPal has already transferred the amounts, the cancellation will be subject to the existence of sufficient credits in your financial schedule so that it is possible to compensate the amount to be canceled. Cancellation within a period different from that established in this clause is dependent on authorization from PayPal.
5. Cancellations of Transactions whose amounts have already been transferred to you will be made in accordance with the deadlines and operating procedures necessary for this purpose and in accordance with the procedures for returning amounts as provided for in this Acquiring Agreement.
6. In the cancellation of Transactions made by the Issuer installment method, the reimbursement of the interest charged to the Cardholder is the responsibility of the Issuer.

V. PAYMENT FOR TRANSACTIONS

1. The credits of the net amount of the Transactions will be recorded in the financial schedule and paid to you in accordance with the business plan contracted by you ("Business Plan"). The amounts will be deducted from the applicable tariff, fees, monthly fees, and charges, and we will pay them into your PayPal account or at the respective bank domicile of your choice ("Domicile").
2. PayPal will be allowed to block amounts related to the Transactions for the purpose of establishing a financial reserve for risk management and clearing of other amounts owed by you, as provided for in the applicable regulations ("Receivables Reserve"). Therefore, you hereby authorize PayPal to constitute the Receivables Reserve with funds from the financial schedule as collateral for Chargebacks or cancellation of Transactions and/or Transactions of high-risk customers or for payment of any obligation that you owe PayPal or for services contracted with any company that belongs to the economic group of PayPal, with amounts and percentages determined unilaterally by PayPal. And in the case of increase of the risk associated with your activity, the amounts or percentages of this type of guarantee may be changed by PayPal without prior notice.
 - i. In addition to the above, in certain circumstances, to protect PayPal and the security and integrity of the network of buyers and sellers using the PayPal services, PayPal may adopt measures at the account or transaction level, which are duly detailed in the Holds, Limitations and Reservations Section of the [PayPal User Agreement](#). Please read carefully all the terms and conditions of this Agreement, as well as the terms of the policies and other agreements that apply to you.
 - ii. The Receivables Reserve cannot be advanced during the term of this Acquiring Agreement.

3. You acknowledge and agree that, during the term of this Acquiring Agreement, in the event of non-compliance with the obligations set forth herein and/or the absence of amounts from the Receivables Reserve that are sufficient to ensure the fulfillment of your obligations, your own financial schedule of future receivables will be used to comply with the foregoing.
4. The Receivables Reserve guarantee shall remain valid throughout the term of this Acquiring Agreement, including after its termination, as long as there are obligations pending your fulfillment.
5. In identifying indications of insolvency, including, but not limited to, judicial or extrajudicial reorganization requests, pre-bankruptcy status, successive cases of fraud or suspected fraud, excess Chargebacks, closure or suspension of activities, blockages/attachments of amounts by public authorities or any other situations indicating potential lack of ability to comply with the obligations on your part, PayPal may retain any credits due to you, solely for the purpose of ensuring compliance with your obligations to the Acquiring Services and continuing your relationship with PayPal.
6. If you owe an amount to PayPal for any reason, PayPal may deduct the amounts due from any credit you may have against PayPal or from any future payments you receive. If you have more than one PayPal account, we may offset the amount you owe to PayPal in one account using payments you receive in other PayPal accounts. In such case, if you continue to use your PayPal account, you authorize PayPal to consolidate the amount you owe to PayPal with any debit or transaction sent from your account when such consolidation is disclosed to you prior to initiating the debit or transaction.
7. In addition to the foregoing, if you have an amount past due to us or our affiliates, PayPal may debit your PayPal account to pay any amounts that are past due.
8. You hereby admit the variation of up to 1 (one) business day for the effective completion of the payment by PayPal, without encumbrance or charge, for any force majeure, contingency, or operational reasons.
9. You acknowledge that even if the transaction has been issued an authorization code, it may be cancelled, debited, charged back, or not captured by PayPal. In these cases, your account will not be transferred, or, if it has already been transferred, it will be subject to a chargeback. This rule will also apply in the following situations:
 - i. If the dispute over the goods and services supplied, including, but not limited to, services not provided, merchandise not delivered, or cases of defects, flaws, or returns, is not resolved between you and the Cardholder, or if the Cardholder does not recognize or disagree with the Transaction;
 - ii. If there is an error in the processing of the Transaction, including, but not limited to, typing the incorrect card number, incorrect amount, duplicate submission or authorization code of the same Transaction, processing of incorrect currency, among others;

- iii. If the transaction is not proven by display of the Receipt, the invoice, and/or the respective proof of delivery of the goods or service, and/or other documents that may be required by PayPal;
 - iv. If the Receipt is illegible, scratched, tampered with, or damaged, or if its fields are not correctly filled in;
 - v. If the Receipt is duplicated, falsified, or copied from another;
 - vi. If there is an order of legitimate authority preventing the transfer and/or determining the blocking, attachment, seizure, custody, or deposit of your credits;
 - vii. If there is an error in the process of obtaining the Transaction's authorization code, if the authorization code is denied, if the Transaction does not have a valid authorization code on the date of sale, if the card is expired, if the Transaction was carried out using an invalid card, or if the card is in a protective case;
 - viii. If you perform a Suspicious Transaction, an irregular or fraudulent Transaction, or if you reach or exceed the percentage of Suspicious Transactions, fraudulent or irregular transactions, or Chargebacks, according to the scales predefined by PayPal or the Card Network;
 - ix. If the Cardholder does not authorize the renewal of services.
10. You expressly authorize, irrevocably and irreversibly, that PayPal may make in your settlement statement entries for credit, debit, and reversal of amounts due to PayPal in any capacity, regardless of being prior to you or any other legal or documentary act or formality.
11. You will have a period of 60 (sixty) days, from the date of the transaction, to point out any divergence in relation to the Transaction amounts and the respective credits at the Domicile upon presentation of the Receipt. After this period, there will be no claim in this regard, resulting in automatic and definitive discharge with regards to payment.
12. In the case of cash, pre-dated, or installment transactions, the confirmation period of 60 (sixty) days will be counted from the effective date of the transaction.
13. The credit of the net amounts may occur in a Domicile different from the one you reported when registering, if PayPal receives notification of financial lien sent by a financial or non-financial institution through the registrar responsible for registering the receivable units.

VI. COSTS

1. In return for the services described in this Acquiring Agreement, provided by PayPal, you will pay the price in effect on the date of acquiring or contracting of a PayPal product.
2. For each Transaction, the corresponding amount, net of taxes, effective on the date of the capture of the Transaction, will be charged and available for consultation on our [Fees page](#).

3. The prices and fees contracted will be due even if the Transaction is canceled.
4. PayPal may institute new remuneration modalities for its Acquiring Services provided, such as rates or fees, as well as making changes to this Agreement and any of our policies. The revised version will come into force at the time of its publication, unless otherwise noted. If the changes reduce your rights or increase your obligations, we will give you at least thirty (30) days' notice. We will inform you by e-mail or post a notice on our Contract Updates page on our website.
5. By continuing to use our services after any change to this Agreement, the PayPal Policies or the User Agreement, you agree to be bound by and comply with those changes. If you do not agree to any changes, you may terminate your account. This Agreement will continue to apply to your prior use of our services.

VII. PAYMENTS FOR SERVICES RENDERED

1. You shall pay for the services provided by PayPal in accordance with the manner established by PayPal, which may be:
 - i. By the deduction, recorded in your financial schedule, of the credits corresponding to the amount due;
 - ii. Debit from your PayPal account or from a checking account you hold at your Domicile;
 - iii. Another way that PayPal defines during the term of this Acquiring Agreement.
2. In the case of debiting a checking account, you authorize the Domicile upon PayPal's request, irrevocably and irrevocably, to debit from your checking account all amounts due to PayPal contained in this Acquiring Agreement, committing to keep the balance available for the corresponding debits, according to the debit forecast stated on the bank statement.
3. You may contest the amounts referring to fees and rates within 60 (sixty) days after their incidence.
4. You authorize PayPal, in the event that the balance in your checking account at the Domicile or in your PayPal account is not sufficient to support the debit amount charges listed in this Acquiring Agreement, to make new attempts to effect said debit in the following business days.
5. In the event that the charges described in the respective items are not effective, due to insufficient receivables in the financial schedule, you authorize the Domicile, upon PayPal's request, to carry out the debit on your checking account, plus other contractual and legal charges.
6. However, if it is not possible to debit the account due to lack of funds, you agree to reimburse PayPal, through a deposit on to the account, within 10 (ten) days after PayPal's request.
7. Partial or total failure to pay or a delay in payment of any amount due to PayPal, which you must make available to PayPal, will place you in arrears, regardless of any notice or notification, and may subject you to the payment of the following additional charges, without prejudice to

the inclusion of your debits in the credit protection agencies register: (i) default interest of 1% (one percent) per month, calculated *pro rata die*; (ii) monetary adjustment of the debt, calculated based on the positive variation of the IGP-M/FGV or index replacing it, verified between the due date and the date of payment of the debt; (iii) moratorium fine of 2% (two percent) on the total amount of the debt; (iv) expenses incurred by PayPal for possible administrative or judicial collection of the debt, including attorneys' fees, which will be set at 20% (twenty percent) of the total amount in arrears.

8. Failure to perform the automatic debit at the Domicile you reported on the due date of the obligation, for any reason, when this is the defined form of payment, will lead to the application of the penalties provided for in the previous item. PayPal may make automatic debit attempts at the Domicile or issue a bank slip with the updated amount of the debt, the costs of which will be borne by you for the purpose of payment by you, without this constituting novation.
9. PayPal may establish, during the term of this Acquiring Agreement, other forms of billing for the services described in this Acquiring Agreement.
10. Without the need for any prior notice, PayPal may offset any amount owed to you, present or future, with debits owed to PayPal by virtue of this Acquiring Agreement or as a result of any other legal relationship maintained between you and PayPal.
11. In case of default in the payment of the rates and/or fees due by you, PayPal may block the capture for new transactions until the due settlement of the outstanding amounts.
12. When you receive a payment from a Cardholder located abroad, the amount will be converted to Reais at the time of the Transaction.
13. You agree that you will not apply a surcharge or any other fee for accepting Transactions captured by PayPal. You may charge a processing fee in connection with the sale of goods or services as long as the processing fee does not act as an overprice or be greater than the processing fee you charge on transactions that are not captured by PayPal.

VIII. ADVANCING RECEIVABLES

1. You may, sporadically or recurrently, receive your receivables in advance, by applying the discount of a rate to be negotiated for each contracting of this service, called "Advance Rate", which will be defined at the time of the request according to the market conditions in force and with your profile. You may request the "Receivables Advance" automatically, upon formal request to that effect, or manually.
2. If requested to contract the Receivables Advance, PayPal may perform the assignment, by you, to a third party to whom PayPal determines or to PayPal itself, of your receivables, subject to the clauses below.
3. For negotiations of receivables with PayPal and/or the third party indicated, considering any and all Receivables Assignment Agreements signed with the third party indicated, the following basic conditions will be observed: (a) the price of the Receivables Advance determined by PayPal will

be applied; and (b) receivables assigned and/or negotiated shall always refer to Transactions already made and be completely free and clear of any bonds, encumbrances, or liens, and may not be linked to or subject to other agreements with guarantee of receivables entered into by you.

4. If you advance the receivables, you declare that you are aware that such advance will be carried out through the assignment of the receivables to the entity indicated by PayPal or to PayPal itself, under the terms provided for in Article 286 et seq. of the Civil Code, as amended.

- For clarity as per the applicable Central Bank of Brazil regulations, you may also require a Receivables Advance relating to the receivables schedule due from any other financial institution or payment institution acting as an acquirer in the capture and processing of the Transaction. To this end, the powers you grant, as provided for in this Acquiring Agreement, shall apply, *mutatis mutandis*, to said Receivables Advance.

IX. STORAGE OF SALES RECEIPTS

1. You must keep under your custody and security, in an organized manner, for the purpose of possible verification as to the regularity of the transactions and for provision to PayPal, the original copies and/or copies of the respective Receipts, as well as any documentation proving the delivery of the goods purchased or the provision of services performed, keeping them at the disposal of PayPal for a period of 5 (five) years from the date of issue.
2. You must, whenever requested, send PayPal legible copies of the Receipts and respective Invoice, as well as any additional documentation proving the sale made, the delivery of the goods purchased, or the provision of services performed, the agreement signed with the Cardholder or other appropriate supporting document, within the period determined by PayPal, upon request, in the forms provided for in this Acquiring Agreement.
3. Receipts or additional documentation not delivered within the established deadlines will be considered irregular, and PayPal may charge you the respective amounts of the Transactions.

X. YOUR RESPONSIBILITIES

1. You adhere to and subject yourself without restriction to the manuals and rules of the Card Networks with which you will operate, and must observe all the applicable rules, including with regard to the existing remunerations, declaring yourself aware that any modifications in the manuals and rules of the Card Networks will be automatically applied.
 - In a non-exhaustive manner, you undertake to comply with the following industry standard rules set forth by the Card Networks:
 - a. Notify PayPal and the Card Network in the event of a security incident (as per the applicable definition of each Card Network);

- b. Allow PayPal and/or the Card Network to carry out audits, to verify compliance with the established obligations, and/or to investigate suspected irregularities; and
 - c. To take financial responsibility for the Transactions and for your activities under this Acquiring Agreement.
- 2. You undertake to inform PayPal, in writing and in a timely manner, of any lawsuits, notifications, summons, or judicial or extrajudicial measures, originating from public or private authorities, which are related to the object of this Acquiring Agreement.
- 3. The systems offered by PayPal will be fully operated by a person designated by you (who may be a partner, employee, or representative), who will be responsible for the execution of the services provided.
 - You assume responsibility for losses caused to PayPal arising from acts, whether intentional or not, committed by the persons designated to operate the systems PayPal offers.
- 4. You shall use only authorized software provided by approved companies to carry out the Transactions captured by PayPal.
 - PayPal may temporarily suspend the services it provides to you, without prior notification, at its sole discretion, if it verifies the use of versions of payment software and equipment not approved by PayPal, as well as in the case of suspicions of irregularities or atypical behaviors that may put the transactions at risk.
- 5. You will be responsible for the custody and preservation, in accordance with the law, of all the signage material provided by PayPal and/or the Card Networks, if applicable. You are obliged to only use it in the execution of this Acquiring Agreement, and you will be responsible for any improper use, whether by yourself, your employees, representatives, or even by third parties.
- 6. You must only use signage materials in perfect condition, and you must request PayPal and/or the Card Network, as applicable, to exchange or replace it.
- 7. You shall be solely responsible for resolving, directly with the users, any and all possible disputes about the characteristics, quality, quantity, properties, origin, price, operation, warranties, defects, and/or malfunctions of the goods and products purchased and/or services provided that are the object of the transactions, including in case of return by cancellation, hereby exonerating PayPal from any conventional or legal liabilities in relation to the facts mentioned in this clause.
- 8. You expressly assume sole and exclusive responsibility for the payment of all taxes and contributions and compliance with the respective ancillary obligations imposed by the competent authorities, exempting PayPal from any and all liability that may be imposed on PayPal and that is your responsibility.
- 9. You are aware and expressly agree that PayPal's liability is limited to the execution of the obligations described in this Acquiring Agreement. Any obligations or encumbrances arising,

directly or indirectly, from any administrative or judicial proceedings, resulting from any breach of any main or ancillary obligation on your part and promoted by any competent Federal, State, or Municipal body, shall be fully borne by you.

10. You undertake to strictly follow the Terms of Use for PayPal Services, PayPal's policies and all security and data recommendations in order to protect the personal data of Cardholders, as well as to prevent improper and fraudulent Transactions.
11. You must immediately communicate to PayPal any changes related to your registration, especially changes regarding the corporate composition, corporate name, corporate purpose, commercial and electronic addresses, mailing addresses, or telephone numbers under penalty of cancellation of this Acquiring Agreement, without prejudice to the applicable legal measures.

XI. PAYPAL'S RESPONSIBILITIES

1. PayPal will send to the Domicile the credit of the net amount of the Transactions, provided that they are carried out in accordance with the parameters defined herein and provided that there are no debits to be offset against the receivables in your financial schedule.
 - i. The payment of the net amounts by PayPal will be subject to normal operating conditions of the payment system in question, and any interruptions or failures of the system may impact the schedule of payment to you, without implying any burden on or penalties to PayPal.
 - ii. Once the credit is made at the Domicile, for all purposes, the discharge of the pecuniary obligations arising from the Transaction shall be proven, with only debit and/or chargeback subject to cancellation in the cases provided for in this Acquiring Agreement.
 - iii. If the depositary bank of the Domicile declares itself prevented, for any reason, from complying with the credit orders issued by PayPal, you must arrange for the regularization of the Domicile or even indicate a new Domicile. In this case, you must inform such action to PayPal, which will be authorized to withhold payment of the credits until the receipt of the request for change and regularization of the Domicile or the respective processing, without any encumbrances, penalties, or charges.
2. PayPal will send the credit of the Cash Debit Transactions to the Domicile on the day following the execution of the transaction (D+1) and the credit of the Cash Credit Transactions, pre-dated and in installments on the agreed dates.
 - In the event that the Transactions' credit date falls on Saturday, Sunday, and a national holiday, PayPal will send the Transaction credit on the following business day.
3. PayPal may, at its sole discretion, provide you with promotional and viewing materials, such as stickers, *banners*, *displays*, and others, or will indicate to you which suppliers are acquired by PayPal to make your purchase, according to the standardization of form and content defined by PayPal.

4. PayPal provides a call center structure through which you can get answers about the use of Acquiring Services.

- You acknowledge and agree that the capture and processing of transactions may possibly be interrupted for technical reasons. PayPal does not guarantee the intermittency of your Acquiring Services or even that they will be error free.

XII. SECURITY OF TRANSACTIONS

1. It is up to you to use only payment software approved by PayPal and maintain your integrity and security, under penalty of cancellation of this Acquiring Agreement, without prejudice to the applicable legal measures.
2. You are responsible for the security of Transactions, in particular the security of Cardholder passwords and confidential data, from the source device to PayPal data processing center, complying with the rules and standards established by PayPal, under penalty of cancellation of this Acquiring Agreement, without prejudice to the applicable legal measures.
3. You undertake to cooperate in any investigations and procedures, in addition to authorizing PayPal, whenever it deems necessary or in case of suspicion of information leakage or fraud, to check your systems, equipment, and facilities, directly or by third parties indicated by PayPal or by the Card Network, for evaluation of your security level, which will be performed in accordance with the security standards determined by PayPal and/or by the Card Network(s).
 - If the outcome of the investigation or due diligence determines that fraud or information leakage occurred, and that it was your responsibility, you will bear the costs arising from the investigation and the damages caused by the leak or fraud.
4. Whenever it deems necessary, or when requested by the Card Network(s), PayPal may ask you to prove compliance with the security standards, in particular in relation to the PCI (*Payment Card Industry*) standards provided through an audit indicated by PayPal.
 - Failure to comply with this item may result in the cancellation of this Acquiring Agreement, without prejudice to the applicable legal measures.
5. You are prohibited from assigning, subleasing, transferring, or disposing of, in whole or in part, the rights and obligations provided for in this Agreement without the consent of PayPal, being aware that, in case of non-compliance with the foregoing, you will be responsible and bear the risks arising from such non-compliance, which include but are not limited to, to the legal, fiscal risks and possibility of immediate disacquiring.
6. You must adhere to or be prepared to adhere to the 3-D Secure (EMV 3-D Secure) protocol or other security measures required by PayPal and/or the Card Network(s).

XIII. TRANSACTIONS WITH SUBACQUIRERS, MARKETPLACES, AND MOBILE WALLETS

1. If you maintain a relationship with natural persons and legal entities that supply goods and/or provide services ("Merchants"), through the provision of intermediation services ("Subacquiring") and/or digital platform ("Marketplace"), and/or mobile wallet services, in addition to the other provisions set forth in this Acquiring Agreement applicable, *mutatis mutandis*, to your transaction, you must also follow the specific Exhibits.
2. If you maintain a relationship with a Merchant, you must:
 - i. Enter into a contract with the Merchant containing a specific clause stating that the Merchant agrees to the provisions of this Acquiring Agreement and that it will observe all the procedures and rules set forth herein;
 - ii. Provide PayPal, within the requested period, with information on the final recipients of the funds, in accordance with applicable regulations and Card Network rules;
 - iii. Inform PayPal of any suspicion that a seller is involved in fraudulent activities, deceptive and/or abusive practices, money laundering, terrorist financing or any other activity that violates applicable laws, regulations, Card Network rules, this agreement and/or PayPal's Acceptable Use Policy, providing information and substantiation;
 - iv. Verify and inspect sellers' activities when irregularities are suspected;
 - v. Exclude PayPal as a means of payment for the suspected seller, depending on the type of suspicion;
 - vi. Comply with the rules applicable to the buyer protection program of the marketplace or third-party applications for sales made through these platforms.
3. Without prejudice to other authorizations granted in this Agreement, in order to comply with regulatory requirements, you expressly authorize PayPal to send you information about your receivables schedule, to access and consult related data, to register receivables, to include, remove or modify endorsements, liens and encumbrances, to update the effective ownership when necessary and to delete any undue endorsement in the financial asset registration systems.
4. You are prohibited from transferring your responsibilities to PayPal, under the terms of this Acquiring Agreement, to the Merchants. The Merchant's failure to comply with an obligation agreed between you and the Merchants does not relieve you of your responsibilities to PayPal.
5. It is hereby established that, if you are a subacquirer, the Receivables Advance clause above does not apply to the credits held by the Merchants *prima facie*. Such credits may be freely assigned or otherwise negotiated at the sole discretion of the Merchants.
6. As a subacquirer/marketplace, you are responsible for the obligations, authorizations, and declarations of the Merchants, which are, in this act, assumed by you as your own. With regard to the obligations set forth in this Acquiring Agreement regarding Transactions, these may be fulfilled directly by you or by the Merchants, in accordance with the provisions of the contract to

be concluded between you and the Merchants. However, this does not remove your exclusive and entire responsibility to PayPal and third parties that are part of the payment system for such obligations, including, but not limited to, fines arising from irregular use and/or violations of the rules of the Card Networks.

7. The acquiring and subscription of the Merchants and, therefore, their ability to conduct Transactions through PayPal, shall also comply with the procedure and rules set forth in the Exhibits.
8. You are aware and agree that PayPal is not responsible for any loss suffered by the Merchants due to the relationship between you and them, and it is up to you to inform the Merchants of this fact.
9. As you maintain the relationship with the Merchants, you undertake to comply with and require the Merchants to comply with all the rules and requirements determined by the Card Networks captured by PayPal, the Central Bank of Brazil, the payment methods market, including the associations that regulate the sector, as well as their self-regulatory and normative codes, and by Brazilian law, including, but not limited to, the rules governing the prevention and combating of money laundering and terrorist financing, whether they have been stipulated in the past or may be in the future ("Standards").
10. In the event of the Merchant failing to comply with the Standard(s), in addition to the other sanctions provided herein, PayPal will be able to guide you on how to treat the Merchants, which may also mean the obligation to block or definitively cancel traffic Transactions coming from the infringing Merchant through PayPal. If the user refuses to proceed as directed by PayPal, PayPal may terminate this Acquiring Agreement without any charge or penalty to PayPal.
11. In the event that you are a subacquirer or marketplace, PayPal will settle the Transaction to you, and it is your obligation to settle the Transactions to the Merchants within the maximum settlement period established by the Card Networks.
12. Considering the lack of a relationship between PayPal and the Merchants, you acknowledge and agree that under no circumstances will PayPal be liable for financial settlements to the Merchants.
13. You will be responsible for ensuring the liquidity and hygiene of your own system, including vis-à-vis merchants, and you must follow the rules and procedures of the SPB, as provided by BACEN and the *Conselho Monetário Nacional* (Brazilian National Monetary Council), in that which is applicable to you, and you undertake to inform the Merchant that PayPal has no responsibility to the Merchant for the settlement of the Transaction.
14. The amounts received from PayPal by you, to be paid to the Merchants, will be kept in full at the Domicile until the effective settlement to the Merchants.
15. Failure to comply with any of the obligations set out in this agreement may result in immediate termination by PayPal, without prior notice, in addition to the imposition of fines and liability

for any losses and damages caused.