

GENERAL TERMS AND CONDITIONS OF USE

Welcome, we present to you (USER) the General Terms and Conditions of Use, which is a document listing the main rules to be complied by everyone accessing UOL portal and using or purchasing content, service, license and/or product.

As a condition for the access and use of UOL offers, the USER must declare that they have fully and attentively read the rules of this document and UOL Privacy and Security Policy, which can be found at <http://www.grupouol.com.br/politica-privacidade>, and are fully aware and in agreement with the rules.

1. DEFINITIONS

1.1. For purposes hereof, the following definitions and descriptions shall be considered for better understanding:

Combo Pack: promotional set of Resources offered by UOL, each comprised of specific products.

Account: USER's credential required to access certain restricted areas and/or use the Resources offered by UOL, which can be accessed upon the provision of login and password.

Offer: The form the Plans are provided to the USERS with periodicity, prices and other characteristics specified to the USERS before the purchase.

Plan: means the Subscription Plans, Individual Plans or Consumption Plans.

Individual Plan: Resources sold by UOL on a non-recurring basis, upon USER's demand, as per the specific characteristics described in the offer or informed at the purchase.

Subscription Plan: Resources sold by UOL on a monthly, quarterly, half-yearly or annual basis (or for any other recurring period established in the Offer), as per the specific characteristics described in the Offer or informed at the purchase.

Consumption Plan: Resources sold by UOL and charged by hour or volume, depending on the USER's demand and category purchased, as per the specific characteristics described in the Offer or informed at the purchase.

UOL Portal: means the electronic address www.uol.com.br and its subdomains, through which the USER may acquire the Resources.

Resources: services, content, product and/or licenses sold by UOL at UOL Portal, which has its own specific terms of use. The Resources may be owned by third parties, being offered to the USERS through UOL.

UOL: UNIVERSO ONLINE S.A., headquartered in the city of São Paulo, State of São Paulo, at Avenida Brigadeiro Faria Lima No. 1384, 8º ao 11º andares, CEP 01451-001, enrolled with the Corporate Taxpayers' Registry of the Ministry of Finance ("CNPJ/MF") under No. 01.109.184/0004-38.

USERS: persons accessing or interacting with the Resources offered by UOL.

2. GENERAL INFORMATION AND PURPOSE

SUMMARY

We are explaining the meaning and what the USER may expect in the future from UOL Portal and the Resources.

- 2.1. UOL Portal allows for the USER to purchase and use the Resources as per the specific conditions provided in the Plans and Offers. The Resources have specific terms of use, which will be provided in attachment to this document in the Offer or at the purchase by the USER.
 - 2.1.1. The Resources may be purchased as a Combo Pack, and in that event the terms of use of all Resources purchased will be provided to the USER.
- 2.2. In order to safely and fully access and use the Resources and UOL Portal the USER must have compatible devices and equipment, Internet connection service

with antivirus and firewall programs enabled, up-to-date software - such as browsers and operating systems, in addition to the adoption of minimum security measures, which includes, but is not limited to, the use of a safe password.

- 2.3. UOL Portal and the Resources are presented to the USERS as is, and they may go through ongoing improvements and updates, including due to third parties who own the Resources, without any influence by UOL.

3. ACCOUNT CREATION

SUMMARY

We hereby explain how the USER can create their Account and the responsibilities arising therefrom, such as providing accurate information, not allowing third parties to use the Account and to watch over the safety of the password. The failure to comply with those provisions may result in the termination of the Account and Plans.

- 3.1. In order to use all of the Resources and UOL Portal, the USER must have an Account, which may be created at UOL Portal, in the sales channels or support channels.
 - 3.1.1. The Account is comprised by login and password chosen by the USER. The password may be changed by the USER at any time, and the USER is solely and exclusively responsible for keeping them secret and not sharing them.
- 3.2. The USER must inform UOL about all information required in order to create an Account, undertaking to provide true, accurate, up-to-date and full information, being held civilly and criminally liable for such information.
 - 3.2.1. If, at any time, it is verified that the USER provided false, invalid, inaccurate or third-party information without the due consent, UOL reserves its right to IMMEDIATELY TERMINATE THE PURCHASED PLANS AND THE ACCOUNT, without prior notice or without the prejudice of adopting any applicable measures.

- 3.2.2. The USER must inform UOL if there are any modification to the registration information, including, but not limited to, the change in the address to where the bank payment slip (*boleto*) must be sent, changes to telephone numbers, e-mail addresses or the name of the person in charge, which must be notified through any of the means provided by UOL for the USER's customer service.
 - 3.3. The USER is responsible for properly choosing the login, and the USER must be aware that the login may not be registered under a name, among others, breaching legislation in force, misleading third parties, violating third-party rights, representing pre-established concepts online, constituting of obscene or abusive words and representing initials of Governments and Ministries, provided that the USER shall be liable for the undue use, both civilly and criminally, as applicable.
 - 3.3.1. Furthermore, no logins with reference to, whether in whole or partially, UOL and the Resources will be accepted, regardless of representing initials or any other combination of the USER's name. Accounts with login breaching those provisions may be terminated at any time, regardless of prior notice.
 - 3.4. The Account, login and password are personal and may not be transferred. They may not be subject to any type of sale, licensing or assignment, and the USER is fully and solely responsible for the Account, without any joint and several liability by UOL.
 - 3.5. In case of improper use of the Account - which includes, but is not limited to, fraudulent use, breach or attempt to breach the terms of use, the Privacy Policy or other UOL's documents and policies - UOL may terminate this document and cancel the Account, regardless of prior notice, and the USERS and third parties are not entitled to any type of indemnification or reimbursement.
 - 3.6. UOL Portal and the Resources are intended to legal entities and individuals over the age of eighteen (18) who are fully capable. If the USER does not meet the requirements, the USER shall not proceed to create an Account or to use the Resources without the presence of a legal guardian, who shall be liable for all acts practiced by the Account.
 - 3.6.1. UOL may change the eligibility criteria for the access and use of UOL Portal and the Resources at any time, without the need to communicate or previously notify

the USERS.

- 3.7. In the event of termination of the USER's Account, UOL reserves its right to deactivate the Account, and UOL may re-use the login for new accounts, and it does not create any rights to the USER nor liens to UOL. The data and information of the terminated Account may be kept by UOL for a period established by law in order to comply with any court orders or requirements from administrative authorities, in addition to the possible use to clarify the identity of the owner of the account during such period.

4. USERS' CONDUCTS AND OBLIGATIONS

SUMMARY

Do not share your Access Account with anyone, as the sole person responsible for the use made from those accounts shall be the USER.

Use UOL Portal and the Resources properly. Do not practice improper activities, under the penalty of having your Account and Plans terminated. We have listed some of the prohibited uses of UOL Portal and the Resources.

The USER is responsible for verifying if they meet all the requirements to enjoy the Resources, which includes owning compatible devices.

- 4.1. To righteously and ethically use UOL Portal and the Resources, complying with the purposes established herein.
- 4.2. To perform the payment of the amounts listed in the purchased Offers by the expiration date.
- 4.3. The Account is for individual, exclusive and non-transferable use, therefore, the USER must keep it secret, and not disclose or share their password with any other person, including making it available in places to where people may have access, subject to the penalty of deletion of Account, in addition to the obligation of indemnifying for any damages arising from such undue disclosure, which includes, but is not limited to, purchases/acquisitions made, loss of data, virus contamination, network hacking, data theft and submission of offensive and/or

improper e-mails.

- 4.4. To adopt a strong password with the purpose of hindering third-party action to guess or break it through brute force. A strong password means:
 - (i) having between eight (8) and sixteen (16) characters, with at least one (1) letter (lower or upper case letter), and one (1) number;
 - (ii) not representing numerical sequences related to personal information or that can be easily identified, such as elements of their own name, celebratory dates, or repetition of same characters, e.g., but not limited to: 1234, 0000, 01012011; and
 - (iii) not being re-used in third-party applications, portals and platforms.
- 4.4.1. If the USER suspects that the confidentiality of their password has been breached or that an authentication device was compromised, the USER must proceed to change or update the password as soon as possible. If the USER cannot perform the change through the website, they must contact our customer service channel through chat or phone.
- 4.5. To adopt measures in their tech devices to prevent the physical and logical access by unauthorized third parties, such as the use of password and/or biometrics.
- 4.6. The USER acknowledges and represents that all accesses performed after successful electronic authentication will be construed as made by the USER on an unquestionable basis. Thus, the USER is responsible for all accesses and operations in UOL Portal and the Resources performed using the USER's Account, including accesses and operations arising from improper use.
 - 4.6.1. The USER represents to be aware that any third party holding the USER's login and password may act on their behalf, including making purchases as the USER, without the requirement of providing any additional information if the "one-click buying" feature is enabled.
- 4.7. The USER must refrain from using the Resources to:
 - (i) breach the law, morals, proper conduct, intellectual property, right to the honor, private life, image, personal and family privacy;

- (ii) encourage the practice of unlawful conducts or conducts that are contrary to the morals and proper conduct;
- (iii) incite the practice of discriminatory acts, whether due to gender, race, religion, beliefs, age or any other condition;
- (iv) make available or allow the access to unlawful, violent or degrading messages, products or services;
- (v) submit mass e-mail messages (SPAM) to a group of users of this and other providers, offering products or services of any type, whether their own or from third parties, which are not of the interest of the recipients or without their express consent;
- (vi) induce unacceptable state of anxiety or fear;
- (vii) induce or incite dangerous practices, which are risky or harmful to health and mental balance;
- (viii) spread fake, ambiguous, inaccurate, exaggerated or outdated content, in a way to mislead over its subject or the intentions and purposes of the communicator;
- (ix) breach the communication secrecy;
- (x) constitute unlawful, misleading or unfair advertisement generally practicing unfair competition;
- (xi) publish, incite or encourage pedophilia;
- (xii) embed virus or other physical or electronic elements that may damage or hinder the regular operation of the network, the system, third-party computer equipment (hardware and software);
- (xiii) obtain or try to obtain unauthorized access to other computer systems or networks; and
- (xiv) reproduce, sell and distribute products without due authorization and payment of copyrights.

4.8. To be fully liable, without joint liability from UOL, whatsoever, for all obligations undertaken hereunder, for the usage, and for any services and information provided arising from the Resources, and the USER must be liable for all damages and losses caused. If UOL is compelled to take part in any lawsuit or administrative proceeding related to the liability herein assumed by the USER, the USER must reimburse UOL for all financial and legal encumbrances that UOL may incur, without prejudice to any losses and damages.

- 4.9. To refrain from using the Resources for the transmission of any unlawful, malicious or threatening program or application, including virus, worm or SPAM, or any other program or application of similar nature that UOL, at its sole discretion, verifies and deems to breach its internal policy. The USER represents to be aware of UOL Anti-Spam Policy, available at [<https://email.uol.com.br/paginas-de-ajuda/sobre/politica-antispam.jhtm>].
- 4.10. To check if their equipment has the minimum requirements to use the Resources. The USER shall be responsible for the purchase of any additional equipment to benefit from the Resources.
 - 4.10.1. The USER is solely responsible for bugs and errors arising from the malfunction and/or improper settings of the devices used to access the Resources.
- 4.11. To leave their anti-spam systems, filters or message forwarding settings adjusted in a way that it does not interfere in the receipt of UOL notifications and materials. No excuse will be acceptable in the event of the USER not being able to access an e-mail or message due to the resources above mentioned.
- 4.12. When accessing UOL Portal or using the Resources, the USERS represent to comply with all rights to intellectual property owned by UOL or third parties.
- 4.13. The access to UOL Portal or the use of the Resources does not grant any intellectual property rights to the USERS, who may only reproduce any content available at UOL Portal and in the Resources if previously authorized by UOL.
- 4.14. At UOL Portal and in the Resources, the use of any type or category of spider or data mining software is forbidden, in addition to any other software that is not described herein, but which acts in an automatized form in order to perform mass operations or for any other purposes.
- 4.15. Any removal, block or interruption of any content or feature of UOL Portal or the Resources resulted from a claim must always be construed as demonstration of good faith and intention of amicable solution of conflicts, but never as the acknowledgment of guilt or any other breach of third-party rights by UOL.

5. DISCLAIMER AND LIMITATION OF LIABILITY OF UOL

SUMMARY

UOL is not responsible for the availability of UOL Portal and the Resources, as well as for the USER's misuse or browsing made in the external URL links at UOL Portal and in the Resources.

- 5.1. UOL is not responsible for any issues, bugs, glitches or improper functioning occurring in the devices and equipment of the USERS resulting from the normal use of UOL Portal and the Resources.
- 5.2. UOL does not warranty nor is responsible for the continuous and permanent availability of UOL Portal and the Resources. However, eventually, any temporary unavailability may occur resulted from required maintenance or triggered by Force Majeure, such as natural disasters, bugs or collapses in the core communication and internet access systems, or third-party facts outside UOL's scope of vigilance and responsibility.
 - 5.2.1. In that case, UOL will take all measures within its powers to resume access to UOL Portal and the Resources as soon as possible, within the technical limitations of its services and third-party services.
- 5.3. Any maintenance procedures will be notified through UOL's official communication channels, in the event of a long period of unavailability.
- 5.4. UOL is not liable for any direct or indirect damage resulted from third-party events, such as hacker attacks, bugs in the system, server, or internet connection, including through action of malicious softwares such as virus, Trojan horses, and others that may in any way damage the equipment or the connection of the USERS due to the access, use, or browsing the UOL Portal or the Resources, as well as the transfer of data, files, images, texts, audios, or videos comprised therein.
- 5.5. Except if otherwise provided, the USERS are not entitled to require the availability of UOL Portal and the Resources on the best way that it suits them, nor to claim indemnification or compensation for damages if UOL Portal and the

Resources remain unavailable, regardless of the reason.

- 5.6. UOL does not hold any type of liability for the USERS's browsing into external URL links included in UOL Portal and the Resources, and the USERS must read all applicable Terms of Use and Privacy Policies and act accordingly.
- 5.6.1. UOL does not verify, control, approve or ensure the suitability or accuracy of information or data made available in those URL links, therefore, UOL is not liable for any losses or damages arising from the access to those websites, and the USER must verify the reliability of the information and data presented therein before making any decision or practicing any act.

6. LIABILITY FOR THE CONTENT

SUMMARY

If UOL finds comments or content including or addressing the matters mentioned herein, UOL reserves its right to not publish or to remove said content, in addition to adopting any applicable measures.

- 6.1. The USER undertakes all liens and liabilities resulted from the misuse of UOL Portal and the Resources, especially the liability for the acts, damages and losses that may arise from the non-compliance with the obligations assumed hereunder.
- 6.2. UOL does not control content that is transmitted, disseminated or provided to third parties by the USER while using the Resources. However, if UOL identifies or is notified about any conduct of the USER breaching the provisions in this Agreement, UOL will, at its sole discretion, PROMPTLY INTERRUPT AND/OR TERMINATE THE PURCHASED PLANS.
- 6.3. UOL reserves its right to not publish or to remove comments submitted by the USER at any time, without prior notice and with no right to indemnification to anyone, including:
 - (i) Offense to the honor, image, reputation and dignity of third parties;

- (ii) Pornography, pedophilia, and other categories of sexual satisfaction;
- (iii) Racism or any type of prejudice;
- (iv) Bullying, stalking or any other type of illegal constraint or harassment;
- (v) Express breach to copyrights or rights of publicity;
- (vi) Use of third-party trademarks, symbols, logos or banners;
- (vii) Inducement or solicitation to the practice of crimes, such as drug traffic or use, rape, homicide, embezzlement, among other crimes;
- (viii) Express unlawful act, act against public order or proper conduct;
- (ix) Use of violence, dissemination of hate or any other type of aggression to the physical integrity of anyone;
- (x) Commercial activity similar to the activity practiced by UOL Portal or the Resources, or comments used to raise funds for third-party advertisement instead of practicing the proper environment interaction; and
- (xi) Errors or alleged mistakes.

6.4. The comments submitted by the USERS and published at UOL Portal or in the Resources shall not be construed as UOL's opinion, nor as statement of agreement with the publication. The USERS are fully liable for the comments they submit.

7. PRIVACY

7.1. UOL has its own document, named UOL Privacy and Security Policy, which can be accessed at <http://www.grupouol.com.br/politica-privacidade>, which governs the handling of information.

8. EFFECTIVENESS AND TERMINATION

SUMMARY

This document is effective for an indefinite term, but we emphasize how to proceed if the USER wishes to terminate the purchased Plans.

- 8.1. This instrument shall remain in force indefinitely, subject to the rules provided in this section for the termination of the purchased Plan, according to the category of payment chosen by the USER.
- 8.2. UOL may terminate this document at any time upon prior written notice submitted to the USER.
- 8.3. The USER may, at any time, request the termination of the Resources through UOL's Customer Service (SAC), or through the telephone numbers included at [<https://sac.uol.com.br/>], subject to the conditions established therein.
- 8.4. The USER may choose IMMEDIATE TERMINATION or SCHEDULED TERMINATION.
 - 8.4.1. In the scheduled termination, the USER undertakes to pay off and settle any debits and outstanding amounts or amounts falling due concerning the Resources that have already been made available, and the USER may enjoy the Resources until the end of the purchased period.
 - 8.4.2. In the immediate termination, UOL will promptly accept the USER's request, and the USER must perform the payment, on a pro-rata basis, of the Resources for the period used until the termination. If the purchased Plan has a discount, the USER will lose that discount, without prejudice to the payment of any early termination fine described in the Offer web page or informed at the purchase, including interest and inflation adjustment.
 - 8.4.2.1. If the USER is entitled to receive reimbursement of amounts due to the option of immediate termination, the amount corresponding to the discounts, fine and any payment in installments shall be offset by the amount to be reimbursed to the USER, and the USER must inform their own current account for any reimbursement, if applicable.
- 8.5. In the event of breach of any provision, this document may be immediately terminated, by any of the Parties, regardless of prior notice or notification.

- 8.6. Non-utilization of the Plan does not result in the automatic termination of the Agreement, and the USER is subject to its regular charge and all consequences of the lack of payment.
- 8.7. The USER represents to be aware that: (i) with the termination of the Plan, or (ii) with the continuance of the Plan as inactive (which includes, but is not limited to, the default, voluntary termination or breach of this document), any and all file, content or data stored by the USER in the Resources will be automatically deleted, without any liens to UOL or right of indemnification to the USER. UOL is not liable for any files, documents, e-mails, data or any other types of information of such account stored at UOL.

9. SOFTWARE LICENSES

SUMMARY

Some of the Resources may involve software licensing by the USER, thus we hereby emphasize several specific rules to be followed.

- 9.1. According to the purchased Resources, UOL will grant use licenses of software owned by UOL and/or third parties to the USER, on a non-exclusive and non-transferable basis.
- 9.2. The USER represents to be aware that it is expressly forbidden to use the software for any other purposes other than the ones expressly provided in this document and any exhibits, which includes, but is not limited to, selling, assigning, reproducing, modifying, distributing, replicating, decompiling, copying or using reverse engineering in the software, subject to liability for improper use.
- 9.3. UOL shall not be liable for the improper or undue use of software or Resources by the USER, as well as for any losses and damages suffered by the USER or third parties resulted from said use, and the USER agrees to hold UOL harmless from any liens, duties or liabilities arising therefrom.
- 9.4. The USER represents to be aware that the software and Resources are provided as is, and UOL does not grant any warranty of ownership for specific use,

uninterrupted performance, free of defects and bugs that do not materially impact the performance, or that the applications included in the software and Resources meet all of the USER's requirements. UOL will not be liable for any type of losses and damages caused to the USER or to third parties resulted from bugs and/or defects of design, manufacturing, construction, assembly, formulas or handling of software and Resources.

- 9.5. Upon purchase of any third-party software or Resource, the USER must be aware that:
- (i) UOL may provide to the third party the USER's registration information and data required for the acquisition and maintenance of the licenses.
 - (ii) the software and Resources were not designed nor created to tolerate any situation where product failure may lead to death, severe bodily injuries, or severe physical or environmental damages ("High-Risk Use"). The USER is not authorized to use the products during a High-Risk situation or concurrently with a high-risk situation. High-Risk Use includes, but is not limited to: vessels or other human mass transportation means, nuclear or chemical facilities and Class III medical equipment provided by the Federal Food, Drug and Cosmetic Act.
 - (iii) the third-party software or Resource may be governed by End-User License Agreements, Terms of Use or its own documents, with copies available at the website of the third party who is responsible for the software or Resource.

10. PRICE AND PAYMENT CONDITIONS

SUMMARY

We hereby describe how the USER may perform the payment of the purchased Resources, as well as particular features of certain payment methods.

- 10.1. The USER will pay the amounts listed in the Offer or informed at the purchase for the purchased Resources, according to the method and type of payment that was chosen.

- 10.1.1. Orders paid with a credit card are subject to the approval by the card's issuer. The delivery of the Resources starts after the verification of the registration information and the payment confirmation, according to the term provided by the card's issuer.
- 10.1.2. Orders paid with bank payment slip (*boleto*) will be deemed valid after the confirmation of payment by the bank.
- 10.1.3. The "one-click buying" payment method may be enabled after the USER successfully makes a purchase using a credit card and chooses to link that card to the Account. The USER represents to be aware that this method of payment requires UOL to share certain data of the USER with third parties, such as the parties who are responsible for confirming the payment (such as bank entities and financial institutions). All sharing and use of such data will be made in compliance with the provisions of law and UOL Privacy and Security Policy, which can be accessed at <http://www.grupouol.com.br/politica-privacidade>.
- 10.2. According to the payment method that was chosen, the USER expressly agrees that UOL will perform debits on the USER's credit card or current account in the payment period chosen by the USER.
 - 10.2.1. The USER represents to be aware that the expired credit or debit card will be automatically renewed, if the issuing bank has that feature, in order to continue with the payment for the Resources.
 - 10.2.2. If the debit of the amounts in the category of credit card or debit from current account cannot be made, UOL reserves its right to issue a bank payment slip (*boleto*) to the USER in order to collect the amounts due.
 - 10.2.3. If there are any changes to the credit card or current account information provided by the USER at the purchase, including, but not limited to, the credit card expiration or lack of funds in the current account, the USER undertakes to immediately notify UOL, updating the information and settling or negotiating the payment of any outstanding amounts.
- 10.3. UOL may only adjust its subscription prices at least after twelve (12) months, or within the shorter period established by law, starting from the last adjustment

made.

- 10.3.1. The parties agree that the adjustment mentioned in the item above will be made at all times based on the IGP-M/FGV variation accumulated over the last twelve (12) months, from the date of the last adjustment.
- 10.3.2. If the IGP-M/FGV no longer can be used as instrument for inflation adjustment for the calculation of automatic adjustment of prices established herein, new indexes replacing it shall be used, and in its absence, a new formula for adjustment will be expressly informed to the USER.
- 10.3.3. Without prejudice to the provisions above, the plans and prices may be changed at any time due to the need of technological update or adjustment of products and services. The prices may also be reviewed, at any time, for the redemption of the initial financial and economic balance if there is an increase to the price of the inputs required to provide the services or, also, if other taxes, fees, rates, charges, contributions (including in relation with fiscal, para-fiscal, social security or labor matters) are charged in the future, or if the current contributions and tax rates are, in any way, increased or reduced.
- 10.3.4. In the event of adjustment, change or revision of prices, pursuant to the provisions above, UOL will notify the USER through e-mail at least thirty (30) days in advance. If the USER does not agree with the adjustment, change or revision informed by UOL, the USER may terminate this Agreement, pursuant to Section Seven.
- 10.4. If the payment is not made within the expected date, the USER shall incur:
 - (i) Default interest of one percent (1%) per month on the total amount of the debit, calculated from the expiration date until the actual payment date;
 - (ii) Adjustment for inflation, calculated from the expiration date until the actual payment date, according to the IGP-M (General Market Price Index), calculated by Fundação Getúlio Vargas, for the same period. If said index is no longer applicable, the official index replacing it shall be adopted.
 - (iii) Default charges of two percent (2%), calculated on the debit amount, charged once.

10.4.1. Delaying the payment will result in the immediate interruption of the purchased Resources. If the amounts due are not paid, UOL may definitely terminate the purchased Resources, without prejudice to the collection of the unpaid amounts.

10.4.2. If the Resources are interrupted due to delay in payment for longer than five days, the Resources will be resumed within the period of seventy-two (72) business hours after the payment is made, due to the payment processing time of the bank institution.

11. GENERAL PROVISIONS

SUMMARY

We emphasize the general conditions, such as the possibility of amendment to this document at any time and changes in the conditions of the Resources. We recommend the continuous verification of this document and attention to UOL's notifications.

11.1. This document is executed on an irreversible and irrevocable basis, binding the Parties, as well as their heirs and successors, on any account.

11.2. Any forbearance concerning the breach of any clauses and conditions of this document shall not constitute novation of the obligations established herein nor it shall hinder or prevent the enforceability of such at any time.

11.3. If any provision herein is deemed unenforceable or void, the remainder of this document shall continue in full force, without the need for any judicial remedy expressing that statement.

11.4. The rights and obligations comprised herein may not be assigned by the USER, subject to termination without liens to UOL. UOL may assign this document at any time.

- 11.5. The USER hereby accepts that UOL will send e-mails and text messages (SMS) to the cellphone registered in the Account. Those messages are submitted on an informative basis and they relate to specific communication about the purpose of this document, Resources, Offers, Plans and UOL Portal.
- 11.6. The USER hereby expressly represents and warrants:
- (i) to have legal capacity to execute this document;
 - (ii) to be financially responsible for the use of the purchased Plans and to have financial conditions to bear all payments, costs and expenses arising therefrom;
 - (iii) to acknowledge that this document may be formalized through oral acceptance by the USER, which may take place upon call to UOL's customer service line, or upon the electronic acceptance by the USER, which occurs by clicking on the check box with the sentence "I have read and agree with the terms and conditions" or any other similar sentence indicating expressions of agreement that will be displayed before the purchase; and
 - (iv) to have read, to acknowledge and to fully agree with all terms and conditions herein.
- 11.7. This document is subject to ongoing improvement, thus UOL reserves its right to change it at any time, notifying the USER through e-mail or any other electronic means. If the USER does not agree to the terms and conditions, this document may be terminated, without any liens, within thirty (30) days from the date the notice was received.
- 11.7.1. UOL reserves its right of changing, discontinuing, canceling or interrupting any of the Resources, provided by UOL or by third parties, provided that UOL notifies the USER thirty (30) days in advance, through e-mail or any other electronic means. If the USER does not agree to the terms and conditions, this document may be terminated, without any liens, within thirty (30) days from the date the notice was received.
- 11.8. UOL is not liable for sales transactions performed online. The USER and the seller of the products or services will be fully responsible for those transactions.
- 11.9. Pursuant to the Cooperation Agreement entered into by UOL and São Paulo Public Prosecutors' Office as of November, 2005, UOL informs that UOL Portal and the Resources may not be used to broadcast, disclose or promote child

pornography, pedophilia, racist material, prejudicial material or any other type of materials breaching the Brazilian legislation in force.

11.10. UOL is a value-added service provider for telecommunication services, and is not subject to Anatel's (National Agency of Telecommunications) rules. The USER represents to be aware that UOL's customer service (hotline #, call center) is different from the one offered by the telecommunication service providers, and those services are not related.

11.11. The USER represents to be aware that all and any support may be performed using the available technologies, such as through telephone or the internet. If the USER chooses plans that do not include support, the cost for that service will be informed at the moment it is requested.

11.12. None of the Parties shall bear the costs of indemnification related to losses and damages, loss of profits, any indirect damages and/or direct damages incurred by virtue of this document, in an amount over the sum of the twelve (12) monthly fees before the triggering fact or act.

11.12.1. The Parties expressly acknowledge that the limitation described above, arises from the mutual interest of maintaining any indemnification amounts due by one party to the other under levels that are proportional to the economic value hereof.

12. VENUE

SUMMARY

In the event of any lawsuits, the Brazilian law shall be applicable and the parties elect the courts of the Judicial District of São Paulo, unless the legislation in force determines a specific court.

This document shall be construed pursuant to the Brazilian laws, and the parties elect the courts of the Judicial District of São Paulo, unless the legislation in force determines a specific court, to settle any litigation or dispute involving this document, except upon specific exemption due to personal, territorial or functional competence by specific law.

EXHIBIT – UOL ADS

DEFINITIONS:

The words and terms below indicated are included in this Agreement and they have the following definitions:

- **ADVERTISEMENT:** advertising message displayed by UOL ADS, through which the ADVERTISER offers its products and services to the public.
- **CAMPAIGN:** means a set of advertisements that are displayed by UOL ADS. The Campaign is controlled by the advertiser and consists only in order to organize the advertisements into groups.
- **URL LINK:** electronic command or address allocated in a specific web page, which when accessed, it sends the user to another pre-established web page.

- UOL ADS - a form of online advertisement consisting in the insertion of a URL Link sending the user, who clicks on it, to the ADVERTISER's website, subject to the limits adopted by UOL. UOL ADS is displayed according to the segmentation chosen by the ADVERTISER for its campaigns, in web pages related the SEGMENTATION established by the ADVERTISER.

- SEGMENTATION: filter in the form of a key-expression or directly related to a specific audience profile, web page context, device or other resources available, used to allocate or link the ADVERTISER's advertisements to certain contents.

- FORMS OF DISPLAY: means the form the advertisement is disclosed according to the ADVERTISER, and it may be based on the target audience or segmentation where the advertisement will be displayed.

- CLICK: user's action when clicking on the ADVERTISER's ad made available by UOL, pursuant to this Agreement.

- Maximum CPC (Maximum Cost-Per-Click): maximum price that the ADVERTISER is willing to pay per each Click on an advertisement, which will be informed at the segmentation registration by the ADVERTISER.

- CPC (Cost-Per-Click): amount that was actually paid by the ADVERTISER for a Click on an advertisement. The CPC charged shall be at most equal to the Maximum CPC.

- Minimum CPC (Minimum Cost-Per-Click): minimum price that a CPC may reach, established and disclosed by UOL.

- IMPRESSION: unit of display of the advertisement in a web page of UOL Portal and/or Partners. Every time the advertisement is requested in any of the web pages including the ADVERTISER's advertisement is counted as an Impression.

- CPM (Cost-Per-Thousand): price paid by the ADVERTISER for the amount of one thousand IMPRESSIONS of the advertisement.

CPV (Cost-Per-View): price paid by the ADVERTISER for each IMPRESSION of the ADVERTISEMENT.

- CTR (Click-Through Rate): rate calculated from the division of the number of Clicks by the number of impressions of the advertisements.

- UOL PORTALS: websites owned by UOL.

- UOL PARTNER WEBSITES: any website who is UOL's partner to display UOL ADS' advertisements.

- PREPAID UOL ADS CATEGORY: category of payment where the ADVERTISER will perform the payment before the display of the advertisements.

- POSTPAID UOL ADS CATEGORY: category of payment where the ADVERTISER will perform the payment after the display of the advertisements. This category will only be provided to the ADVERTISER who already uses PREPAID UOL ADS and has credit approved by UOL.

SECTION ONE - PURPOSE

1.1. UOL shall assign virtual spaces to the ADVERTISER for the display of advertisements, within the formats and standards established in UOL ADS and pursuant to the terms and conditions hereunder.

SECTION TWO – ADVERTISEMENTS

2.1. The display of the advertisements - for which the ADVERTISER is fully and exclusively responsible - will be made in the locations defined at UOL's sole discretion, according to the availability of inventory at UOL Portal and/or UOL Partner Websites within the standards established herein and in UOL ADS.

2.2. The ADVERTISER will be fully and exclusively responsible: (i) for establishing filters or other forms of targeting advertisements displayed by UOL, with the purpose of channeling the display of the advertisements according to the criteria pre-established by the ADVERTISER or to specific content on web pages of UOL Portal and/or UOL Partner Websites, and (ii) for the content of the advertisements, as well as the website accessed by the users who click on the advertisement, especially concerning the compliance with the rules of the Executive Board for Standard Norms - CENP (*Conselho Executivo das Normas-Padrão*), the Self-Regulatory Advertisement Code of CONAR and the Consumer Protection Code, holding UOL harmless from any liens, duty or liability related to the matters mentioned in this section.

2.2.1. The ADVERTISER also represents: (a) to have and keep all powers and authorizations needed to prepare, produce and disclose, in any way, the advertisement, as well as to include in such the image available in the advertisement and the URL link to its website, including, but not limited to, copyrights, edition rights, domain registration and other intellectual property rights or commercial rights, and that the insertion of such advertisements in the location agreed herein shall not hinder third-party rights of any nature; (b) to exclusively hold liability (i) for all and any acts practiced by its employees or agents that may cause any type of loss to UOL and/or third parties that may use it for the preparation, development or maintenance of its website or for the performance of any activity required or in any way related to the assignment of space provided herein; (ii) for labor, social security and accident charges of said employees or agents, and (iii) for the

taxes, fees, contributions and other legal charges levied or that may become levied on the disclosure of the advertisement;

2.3. The Parties hereby agree that it is expressly prohibited any type of advertisements involving mentions to, but not limited to: (a) sale of fire guns, gunpowder, or explosive material, narcotics, toxic material, cigarettes and other products derived from tobacco and/or products encouraging the smoking habit and any other type of general illegal drugs; (b) medication prescribed by doctors, controlled by Regulatory Agency and/or without registration at the relevant entity; (c) stolen property, human organs, wild animals or animals prohibited by law; (d) counterfeit coins and bills, shares of companies traded in the stock exchange market, lottery tickets, smuggling goods, counterfeit or tampered goods; (e) mailing lists or personal databases; (f) services and/or goods related to prostitution or similar, pornographic or obscene material or material that is contrary to the morals and proper conduct (except for goods including the express mention that is a product directed to Adults); (g) goods promoting violence and/or discrimination based on matters of race, gender, religion, nationality, sexual orientation or any other type; (h) casinos, unlawful gambling or activities, or any type of gambling or bet involving pecuniary obligations or rewards to the players or gamblers; (i) goods violating computer piracy restriction laws, software protection laws, copyrights, patents, trademarks, models and industrial designs; (j) any goods/services with express sale prohibition by applicable law; (k) comprising offensive or improper language; (l) not compliant with the publishing rules established by UOL and (m) in all other cases that breach any of the terms hereof.

2.4. The ADVERTISER fully undertakes, without joint and several liability from UOL, on any account, the liability for any damage caused to UOL and/or third parties (i) due to the display of advertisement breaching the rules herein, (ii) due to the content, products and/or services offered by the ADVERTISER, binding the ADVERTISER to the obligation of immediately replacing UOL in any lawsuit or extrajudicial claim. The ADVERTISER undertakes to indemnify and reimburse UOL for any amount that UOL may become obliged to pay, including attorneys' fees and judicial costs.

2.5. If UOL finds any violation of the rules practiced by UOL and/or receives any claims or complaints on the unlawfulness or lack of specific licenses and authorizations by the ADVERTISER for the insertion of advertisement, in the content of the advertisement and/or sale of the relevant products/services, UOL may, at its sole discretion, partially or fully cease the assignment of virtual space for the insertion of the advertisements at any time, without the obligation of refunding any amount paid by the ADVERTISER. One or more of such actions by UOL shall not constitute breaching of this agreement or UOL's responsibilities.

2.6. The ADVERTISER represents to be aware that, under no circumstance, it may disclose in its advertisements websites who are direct competitors of UOL, whether in the

horizontal portal market, including, but not limited to, America Online (AOL), Terra, iG, Globo.com, Yahoo!, or other competitor portals or technology and internet company whose products are competitors of UOL. Advertisements for communication companies, printed media, electronic media and online services are forbidden, unless upon prior and express consent from UOL.

SECTION THREE - UOL ADS OPERATION

3.1. The ADVERTISER will have a current account under control on its behalf, managed by UOL, where the full amount paid by the ADVERTISER will be credited at the execution hereof and any amount paid deposited by the ADVERTISER, at any time ("Balance"), and both amounts shall be subject to the minimum limits established by UOL, and for the POSTPAID UOL ADS CATEGORY, the amount granted by UOL becomes available as credit to the ADVERTISER after the credit analysis. The costs related to the advertisement delivery category chosen by the ADVERTISER through UOL ADS will be debited from said balance or credit.

3.1.1. UOL uses various resources to identify clicks made by non-humans (such as bots or scripts created for that purpose) and shall adopt all applicable measures if it finds any fraud in this regard.

3.1.2. Within ninety (90) days from the deposit, the ADVERTISER shall have a consumption corresponding to the total deposit made, and UOL's automatic control system will debit said amount at the end of the period of ninety (90) days. UOL will automatically grant the advertiser with the exact amount debited as bonus in its account after the debit made by the control system.

3.2. The ADVERTISER may determine how much it wishes to spend per day and what is the maximum price to be paid for each FORM OF DISPLAY, always subject to a maximum price chosen by the ADVERTISER and to a minimum price of the system for each FORM OF DISPLAY. If, at the registration, the ADVERTISER does not choose a maximum price, UOL will consider that the maximum price for the ADVERTISER will be equivalent to the minimum concerning the chosen FORM OF DISPLAY.

3.2.1. If, at a specific moment, the ADVERTISER has a maximum price lower than the minimum price for a specific FORM OF DISPLAY, due to an adjustment of minimum price made by UOL, UOL will consider the maximum price the same as the new minimum price of the specific FORM OF DISPLAY.

3.3. The periodicity of delivery of the ADVERTISER's advertisements: (a) may suffer variation if the ADVERTISER chooses to link the disclosure of its advertisements to special SEGMENTATIONS, such as, but not limited to: Region or Interest of the User,

also including changes in the maximum price or in the fluctuation of the efficiency of the Advertisement (fluctuation of relevance), subject to the rules provided in UOL ADS and (b) will be inherently linked to the audience of the web pages of UOL Portals and UOL Partner Websites, where the ADVERTISER's advertisement may be subject to Impression. The Parties also represent to be aware that there may be fluctuation in the audience, directly interfering in the delivery of the ADVERTISER's advertisements, and it does not constitute a contractual breach or any type of liens to UOL.

3.4. The ADVERTISER may not, nor it may authorize third parties to, generate automatized, fraudulent or other type of void impressions or clicks.

SECTION FOUR - PRICE AND PAYMENT METHOD

4.1. For the use of the virtual spaces herein assigned, the ADVERTISER shall pay an initial deposit to UOL, of the minimum price established by UOL, included in UOL ADS web page, through the payment category chosen by the ADVERTISER among the categories provided by UOL. The ADVERTISER may determine how much it wishes to spend per day and what is the maximum price to be paid for the chosen FORM OF DISPLAY, always subject to the minimum price for that FORM OF DISPLAY.

4.1.1 For the prepaid UOL ADS Category, the ADVERTISER shall make an initial deposit to UOL, of the minimum price established at UOL ADS contracting web page, through the option of payment chosen by the ADVERTISER among the categories provided at UOL ADS contracting page.

4.2.1 For the postpaid UOL ADS Category, the ADVERTISER shall make the payment within thirty (30) days (or according to the period agreed at the purchase) after the billing is performed on the first day of the following month, based on the amounts used by the ADVERTISER calculated for the same period. The credit limit approved to the ADVERTISER may be changed at any time during the purchased period, as well as it will remain available for a period determined by UOL, pursuant to UOL's internal guidelines, and periodically reviewed. The ADVERTISER represents to be aware and to agree that UOL may request new documentation from the ADVERTISER in order to perform the reassessment.

4.2. The minimum unit price for each FORM OF DISPLAY is the price established in UOL price chard, in force at the time of the disclosure and published in the page of the virtual space herein assigned.

4.3. The credit into the ADVERTISER's UOL ADS current account will be made according to the payment options established at the purchase.

4.4. The delay in payment shall result in the immediate interruption of the subject matter hereof, without prejudice to the collection of unpaid amounts and regardless of any type of notice. UOL may also perform all measures deemed necessary to receive the late payments, including, as applicable, the entry of the defaulting ADVERTISER into Credit Protection registries, such as SPC and SERASA.

SECTION FIVE - EFFECTIVENESS AND TERMINATION

5.1. This instrument shall remain in force indefinitely, subject to the rules provided in the General Terms and Conditions of Use for the termination of the assignment of virtual space, according to the category of payment chosen by the ADVERTISER.

SECTION SIX - GENERAL PROVISIONS

6.1. All provisions of the General Terms and Conditions ("Agreement") are applicable to the product herein purchased if not otherwise specified.