

TERM OF SERVICE – CROSS-BORDER MARKETPLACE

This **Term of Service** describes the terms and conditions applicable to the use of the services provided by B2W – Companhia Digital and/or its Affiliates for the sale of products and services in the B2W Marketplace by partners based outside the national territory (“Cross-border Marketplace”).

This Term of Service is bound to the General Term. Upon acceptance of the respective General Term and contracting Cross-border Marketplace, the Partner hereby accepts the policies and rules described herein.

ACCEPTANCE OF THE GENERAL TERM AND THIS SERVICE TERM IS ABSOLUTELY INDISPENSABLE TO THE USE OF THE SERVICES.

Whereas Cross-border Marketplace is a new modality offered by the B2W platform to its end customers, the **Partner** acknowledges and agrees that the conditions set forth in this Term of Service may be revised by **B2W** at any time in order to adjust them to the need of the operation upon prior formal communication to the **Partner**.

1. Subject Matter:

1.1. The services which are the subject matter of this Term of Service are divided into:

(a) Marketplace Services:

- Business intermediation.

(b) Technology services (where one or more of the services listed below may be provided by **B2W** to the **Partner** within the scope of this **Term of Service**):

- Analysis and development of exclusive systems for management by the **Partner**, including, but not limited to, product and customer registration, order processing and flow, inventory control, after-sales services, freight calculation, product search and recommendation, simulation and follow up of installments, presentation of landing pages, store-in-store, among others.

- Technical support for computer systems, including installation, configuration and maintenance of computer programs and databases at the **Partner’s** facilities.

- Computer consulting and advisory in the online platform provided by an exclusive internal staff of information technology professionals.
- Availability of manual for use of the platform by the **Partner**.
- Planning, preparation, maintenance and updating of the platform and electronic pages.
- General data processing and transmission through technological integration (*application programming interface* – “API”).
- Licensing or assignment of right of use of computer programs.

1.2. **B2W** provides the necessary structure so that the **Partner** may offer its products through a registered website(s) under **B2W**'s proprietary domain (“**B2W Websites**”), without participating in stock control, production and quality and, therefore, it is not a supplier of any products advertised by its **Partners** on the **B2W Websites**.

2. Advertised Products:

2.1. The **Partner** shall be responsible for submitting to **B2W** all information regarding the products that it wishes to advertise, such as, but not limited to, images, photos, characteristics, specifications, in the established format and in accordance with the rules and specifications informed by **B2W**, except in the event that the product is already registered on the **B2W Websites**.

2.1.1. When informing the product characteristics to **B2W**, the **Partner** shall describe them clearly, including all relevant information, where applicable, graphics, text, descriptions, photos and other information that may assist in the correct identification of the product.

2.1.2. The **Partner** shall be responsible for the images, characteristics, and specifications of the product that they provide to **B2W**.

2.1.3. The registration of a product developed by the **Partner** on **B2W Websites**, including but not limited to its photo and specifications, may be used by **B2W** or other **Partners** when there is more than one offer for the same product.

2.1.4. In the case of divergent information, the **Partner** shall contact **B2W** in order to request changes to the product registration.

2.1.5. **B2W** may, in its sole discretion, approve or disapprove the product registration made by the **Partner**.

2.2. In compliance with current Brazilian legislation, in addition to providing clear and conspicuous information regarding any restrictions on the purchase of the product, the **Partner** shall always indicate in its advertisements the essential characteristics of the product, including risks to the health and safety of consumers, if applicable.

2.3. In cases of used, partially new, repackaged, remanufactured and/or remolded products, it is essential that the **Partner** provides the information verifying it is a product under these conditions, and that it may contain aesthetic details that do not compromise its functionality.

2.3.1. Furthermore, the **Partner** undertakes to advertise only products that are in perfect operating order, and without any impediments impairing its functionality, including, but not limited to, issues with systems, wear and tear as a result of time and/or use, blocking passwords and missing and/or damaged parts.

2.4. It shall be presumed that by providing the product characteristics to **B2W**, the **Partner** expresses the intention and represents that it has the right to sell the product offered, in addition to having the product available for delivery to the consumer. The **Partner** expressly authorizes **B2W** to share its registration information on the **B2W Websites** together with the product offered.

2.5. It is not permitted to advertise products expressly prohibited by the legislation in force for which a specific authorization by competent regulatory bodies was not granted, violating the rights of third parties, or for which the **Partner** is not authorized by their tax records.

2.6. It is not permitted to insert or maintain in the advertisement itself, product or delivery, any personal contact information, such as, but not limited to, phone numbers, e-mail addresses, or websites containing the aforementioned data, or advertising other means of payment other than those expressly made available on the **B2W Websites**.

2.7. **B2W** shall be responsible for placing the products advertised on the **B2W Websites**, according to the reasoning and commercial needs defined by **B2W's** Marketing team.

2.8. **B2W** may, in its sole discretion, refuse to include any product offers on the **B2W Websites**, as well as request confirmation from the **Partner** regarding the information provided. **B2W** may also edit the advertisement or request the **Partner** to do so, or remove the product

advertisement from the **B2W Websites**, even without prior knowledge of the **Partner**, whenever there is a violation of any of the provisions of the **General Term**, this Term of Service or other **B2W's** policies.

2.9. The **Partner's** short name, together with its logo, shall accompany the products it advertises on the **B2W Websites**, and may not be similar to the name of **B2W**, its Affiliates, its brands and domain names or other intellectual property, nor it may use any short name that insinuates or suggests that the products/services advertised belong to or have any relationship with **B2W**. Short names deemed offensive, as well as those containing any **Partner** data, any URL or e-mail address, will also be excluded.

3. Price and Stock:

3.1. The **Partner** shall inform **B2W** of the quantity of products it wishes to sell and the price per unit, in the base currency used by the Partner, as defined in the Business Proposal. The stock data shall be kept up to date by the **Partner**.

3.1.1. All applicable amounts will be expressed to the end customer in the national currency by means of conversion of amounts carried out by **B2W**, under the terms of a correspondent banking agreement entered into with a partner bank to be defined at B2W's sole discretion.

3.2. The **Partner** shall be solely responsible for determining the price of the products it offers on the **B2W Websites**, and the sales installment shall follow the rules practiced by **B2W** on its **Websites**.

4. Sale:

4.1. **B2W** shall be responsible for managing online sales, taking into account consumer credit analysis.

4.2. **B2W** shall be responsible for establishing payment terms as well as collecting the consumers.

4.3. **B2W** shall provide to the **Partner** the information regarding the orders placed, whenever any purchase of the product offered by the **Partner** is confirmed, including the data necessary for issuing the Invoice to the consumer, which shall be mandatorily issued by the **Partner**, in accordance with the legislation in force, in the exact terms and conditions (including, but not limited to, the price) at which the purchase was made, prior to the shipping of the product, and

delivered to the consumer, under penalty of disqualification for the **Partner** and/or blocking of the amounts payable to the latter under this Term of Service, until the issuance of the Invoice is regularized, without prejudice to any applicable legal sanctions.

4.4. The used, partially new, repackaged, remanufactured and/or remolded products shall be accompanied by the Invoice corresponding to the product, under penalty of disqualification of the **Partner** and/or blocking of the amounts payable to the latter under this Term of Service, without prejudice to applicable legal sanctions.

4.5. The **Partner** shall inform **B2W** of any updates under its responsibility relating to the status of orders, such as, but not limited to, issuance of invoice, product delivered to carrier, delivery tracking code, order in transit between distribution centers, loss, delivery failure, order in delivery route, order delivered to the customer, under penalty of cancellation of the respective order or any other reasonable action by B2W in order to correct any problems and/or complaints regarding the orders is question, in accordance with clause 9.1. of this Term of Service.

4.5.1. For the purpose of the above, the **Partner** shall also maintain the vouchers related to the purchase and sale and delivery of goods to the end consumer, under its responsibility, for the period determined in the legislation in force.

5. Delivery:

5.1. The **Partner** shall ensure that the products sold on the **B2W** Websites observe, at the time of delivery, their respective expiration dates and are in accordance with the particulars on the packaging, labeling and all communication material, and that they are packaged properly, without any indication of deterioration, and is required by the receipt to return those items where an irregularity is verified for replacement by products in proper conditions.

6. After-sales:

6.1. The **Partner** acknowledges and accepts that the products advertised on the **B2W Websites** bind it to the extent that it acts as a supplier of products, pursuant to article 30 of the Consumer Protection Code and Article 429 of the Civil Code, the compliance of which may be legally required by the consumer.

6.2. The **Partner** shall be responsible for effecting exchanges and/or cancellations for the sale of products that may present faults and/or defects, as well as canceling by virtue of change of opinion, always in accordance with the Consumer Protection Code and applicable legislation.

6.3. The **Partner** undertakes to strictly comply with the terms of the Service Level Agreement, hereinafter simply referred to as **SLA**, available at *Portal Parceiro*, the Partner Portal.

6.4. **B2W** shall make its customer service platform available by telephone, e-mail or chat ("**B2W CS**") to receive and transfer the contacts related to the purchases made on the **B2W Websites**, and the **Partner** shall use it for the contacts related to the operations carried out on the B2W Websites, whereas the use of channels other than the B2C CS for this purpose is prohibited. If **B2W** is sued through **B2W CS**, or through an administrative or judicial complaint, by or before consumer protection bodies, due to product defects and/or service failures attributable to the **Partner**, **B2W** shall contact the **Partner** to resolve the claim, following the obligations of the **SLA**, and the **Partner** shall keep **B2W** exempt from any liability for the charges arising from the claims or the delay in the resolution.

6.5. If **B2W** is sued, due to failures in the provision of services attributable to the **Partner**, it may withhold the amounts to be transferred to the **Partner** for provisioning purposes until the respective legal action is closed.

7. Compensation:

7.1. The **Partner** shall compensate **B2W** for the Services with the payment of commission on the total amount of the sale (product + freight amount), according to the tariff index in force.

7.1.1. **B2W** shall transfer to the **Partner** the amount corresponding to the sale of the product advertised by latter according to the conditions specified in the **Annex Remuneration** in force. It shall be up to the **Partner** to provide **B2W** with proof that the orders have been duly shipped and delivered.

7.1.2. In cases in which the delivery of the product does not take place or is canceled for any reason, a commission of 10% (ten percent) will be charged on the total amount of the sale, except in cases in which **B2W** has not yet made the approved order available for download by the **Partner**.

7.1.3. The Compensation paid by the **Partner** covers the sales made under the standard conditions of interest-free installment practiced by **B2W** on its **Websites**. If the sale is made in a number of installments exceeding the maximum quantity defined for the standard interest-free installment, **B2W** shall be entitled to an additional fee ("Service Fees").

7.1.4. The **Partner** represents that **B2W's** payment management tools contained in its website/platform are not and are not intended to be comparable to the financial services offered by banks or credit card companies, that is, it is only a form of facilitating and monitoring the execution of transactions for payments and receipts between the parties.

7.2. The Partner shall inform the bank account for deposit of the amounts to be transferred, deducting the amounts related to the compensation and other applicable discounts, as provided in the Terms and, in the event the account changes, it shall inform the new banking details to **B2W** at least thirty (30) days in advance.

7.2.1. The banking data informed for the purposes of depositing the amounts to be transferred shall correspond in its entirety to the registration data of the **Partner** informed at the time of contracting and joining the Marketplace and in the documents for sales made.

7.2.2. **B2W** shall not be liable for any bank divergence that may lead to a refund of the payment, and shall in no case make payments to accounts other than those linked to the **Partner's** registration data.

7.3. The credit may take up to three (3) business days to be reflected in the **Partner's** account statement, and shall imply in the automatic discharge of the amounts to be transferred due by **B2W** to the **Partner**.

7.3.1 Notwithstanding the foregoing, the **Partner** shall have a term of up to 90 (ninety) days from the date scheduled for the transfer by **B2W** to indicate any divergence concerning the amounts payable. At the end of such term, no claim on the part of the **Partner** may be enforced and the automatic, irrevocable, irreversible and definitive discharge shall be made in respect of such amounts.

8. Tax Obligations:

8.1. **B2W** shall be the sole responsible for the collection of taxes levied on the amounts received as a result of the services provided to the **Partner**, in accordance with the legislation in force, as well as all taxes levied and/or arising from its own activities.

9. Penalties:

9.1. If the SLAs in force and made available at the *Portal Parceiro* are not fulfilled with respect to a particular order, and the **Partner** does not respond to the requests of the Marketplace user and/or **B2W** within the period established at the *Portal Parceiro*, **B2W** has the prerogative to cancel or take any reasonable action to remedy the problem related to such order, at the expense of the **Partner**, by withholding the respective amount in the next transfer provided to the **Partner**, and without prejudice to the payment of the corresponding compensation, in the form of clause 7 – Compensation.

9.2. Without prejudice to the application of the penalties set forth in this Term of Service, if the **Partner** fails to meet the service levels defined in the index of the **SLA** in force, **B2W** may impose fines, according to the parameters established therein.

9.3. In the event of disqualification of the **Partner** registration, all advertised products and/or offers available at the **B2W Websites** shall be automatically canceled. The cases for disqualification include, but are not limited to, (i) trade of products violating intellectual property rights; (ii) trade of products which are not authorized by the **Partner's** tax records; (iii) the lack of issuance of invoices for the goods traded.

10. Termination

10.1. This Term of Service may be terminated without reason by either Party upon 30 (thirty) days' prior notice.

10.1.1. The total unavailability of the **Partner's** stock for a period exceeding 30 (thirty) consecutive days shall result in the unilateral termination of this Term of Service.

10.2. The obligations of the **Partner** related to the operations carried out during the term of this Term of Service shall survive after the termination thereof including, but not limited to: (i) payment of debts of any nature due to **B2W**; (ii) delivery of the products sold; (iii) exchange of defected products in the warranty period and after such period upon a determined budget; (iv) service to customers that have doubts, suggestions or complaints related to the products, delivery time, among others; (v) provision of subsidies for **B2W** to raise its own defense in the legal suits related to consumer transactions established with the **Partner**; (vi) payment of legal damages and legal fees arising from legal actions filed against the **Partner**, against **B2W** or against the **Partner** and **B2W** due to the transactions carried out in the Marketplace.

10.2.1. After the termination, in order to ensure compliance with the obligations of the **Partner** which survive the termination of this Term of Service, **B2W** may withhold, at its

This document is an integral part of the General Terms and Conditions of B2W – Companhia Digital. Upon acceptance at the time of registration, the Partner agrees to the policies and rules described herein.



sole discretion, the payment of the amounts corresponding to orders in transaction before the Customer Service which will be proportionally settled as the respective cases are resolved, as well as the amounts corresponding to the term and the average historical rate of returns of the **Partner**, the settlement of which shall occur within 90 (ninety) days from the last sale made by the **Partner**.

10.3. As for **B2W**, its obligation to pay the amounts to be transferred to the **Partner** due to the trade of products survives, less the discounts provided in this Term of Service.