



This document is an integral part of [Cielo's System Accreditation Agreement](#) registered under No. 2096773 at the Registry of Deeds and Documents in the District of Barueri – SP and available at www.cielo.com.br/contrato-de-credenciamento.

Clause 1. The Parties shall process PERSONAL DATA only for the purposes strictly necessary to fulfill this Agreement, its annexes, and the other integral documents.

Clause 2. If the PERSONAL DATA subject, the NATIONAL DATA PROTECTION AUTHORITY, or any other competent authority requests one of the Parties to provide information or make arrangements relating to the PROCESSING of PERSONAL DATA regarding this Agreement or the activities of the other Party, the requested Party shall immediately notify the other Party, and the latter shall assist the requested Party in complying with the request to the extent that it is responsible as the PERSONAL DATA PROCESSING in the specific case.



One of the Parties receives a request for information about PROCESSING



The requested Party shall notify the other Party

Clause 3. Each of the Parties shall process the PERSONAL DATA that it accesses and/or receives as a result of this AGREEMENT in accordance with the applicable laws and regulations, including, but not limited to, the [GENERAL DATA PROTECTION LAW](#), [BRAZILIAN CIVIL RIGHTS FRAMEWORK FOR THE INTERNET \(MARCO CIVIL DA INTERNET\)](#) and its [Regulatory Decree No. 8.771/2016](#), as well as the [National Monetary Council \(CMN - Conselho Monetário Nacional\) Resolution No. 4893/2021](#) and [Brazilian Central Bank BCB Resolution nº 85/2021](#). Any laws and regulations coming into force after the signing of this instrument shall automatically apply.

DEFINITIONS

Clause 4. Capitalized terms and expressions in their singular or plural, feminine or masculine form used but not defined herein have the same meaning as defined in the AGREEMENT.

Clause 5. The following capitalized terms and expressions, in their singular or plural, feminine or masculine form, have the definitions stated below when used in this document:





PROCESSING AGENTS: CONTROLLER and OPERATOR;



STATUTORY BASIS: Assumptions under which the PROCESSING may be carried out as provided for by the GENERAL DATA PROTECTION LAW;



CONTROLLER: A natural or legal person, governed by public or private interests, who is responsible for decisions relating to the PROCESSING of PERSONAL DATA;



ANONYMIZED DATA: All data that cannot be identified or associated with a specific data subject with the use of the technical means available at the time of processing;



PERSONAL DATA: Any information relating to an identified or identifiable natural person to which one of the Parties has access as a result of this AGREEMENT;



CUSTOMER PERSONAL DATA: Any PERSONAL DATA related to the CUSTOMER when they are a natural person or to the CUSTOMER's administrators, directors, members of the Board of Directors, employees, collaborators, and agents, as well as third parties commissioned by the CUSTOMER, provided that they are natural persons;



CARDHOLDER's PERSONAL DATA: Any PERSONAL DATA related to the CARDHOLDER when they are a natural person or an agent from a legal entity;



GENERAL DATA PROTECTION LAW: Federal Law No. 13.709 from August 14, 2018, and any amendments;



BRAZILIAN CIVIL RIGHTS FRAMEWORK FOR THE INTERNET (MARCO CIVIL DA INTERNET): Federal Law No. 12.965 from April 23, 2014, and any amendments;



OPERATOR: The natural person or legal entity, governed by public or private interests, who is responsible for the PROCESSING of the PERSONAL DATA on behalf of the CONTROLLER;



DATA PROCESSING: Operation in which CIELO processes PERSONAL DATA to enable the TRANSACTION;



DATA TREATMENT: any operation carried out with PERSONAL DATA, such as collection, production, reception, classification, use, access, reproduction, transmission, distribution, processing, archiving, storage, elimination, information analysis or control, modification, communication, transmission, dissemination, or extraction.





CUSTOMER'S PERSONAL DATA



CLAUSE 6. The Parties agree that CIELO is the CONTROLLER of the CUSTOMER's PERSONAL DATA under this AGREEMENT. CIELO shall process the data only for the **purposes** for which the data have been expressly provided, namely:

- (i) As deemed necessary for the provision of the services under the AGREEMENT;
- (ii) To comply with legal and regulatory obligations;
- (iii) To execute marketing campaigns or develop catalogs and other promotional materials about the CIELO SYSTEM;
- (iv) For any purposes previously notified to the CUSTOMER, the CUSTOMER's legal representatives and/or agents, according to the applicable laws for data protection, including but not limited to the GENERAL DATA PROTECTION LAW.

SHARING DATA ABOUT EVIDENCE OF FRAUD



Clause 7. Under the provisions of the Joint Resolution No. 6, from May 23, 2023, the CUSTOMER consents to the processing and disclosure of their data and information when regarding evidence of fraud to subsidize fraud prevention procedures and controls to (i), when applicable, identify who would have committed or attempted to commit fraud according to the available evidence; (ii) describe the evidence of the fraud or attempted fraud; (iii) identify the institution responsible for recording the data and information; and (iv) identify the details of the recipient account and its holder in the event of a transfer or payment of funds.



SHARING THE CUSTOMER'S DATA



CLAUSE 8. The CUSTOMER's PERSONAL DATA may not be shared with third parties, except with the CUSTOMER's free, unequivocal, and informed consent, or when another STATUTORY BASIS is applicable.

Sole Paragraph: By signing this AGREEMENT, the parties agree that the CUSTOMER gives its prior, free, unequivocal, and informed consent to sharing its PERSONAL DATA with CIELO's controlling shareholders, subsidiaries, affiliates, and companies under CIELO's common control, as well as with CIELO's PAYMENT ARRANGEMENT NETWORKS and subcontractors. The sharing of PERSONAL DATA with subcontractors shall only occur when the data is necessary for the performance of this AGREEMENT.

Clause 9. CIELO shall only subcontract its obligations regarding the CUSTOMER's PERSONAL DATA through a written agreement, imposing the same obligations on the subcontractor as those imposed on CIELO herein.

Clause 10. To the best of its ability and within a reasonable time, CIELO shall provide the following upon the CUSTOMER's request:

- I
Confirming the existence of TREATMENT.
- II
Access to PERSONAL DATA stored by CIELO.
- III
Correcting incomplete, inaccurate, or out-of-date PERSONAL DATA.
- IV
Anonymizing, blocking, or eliminating unnecessary, excessive, or processed PERSONAL DATA that does not comply with the laws and regulations.
- V
PERSONAL DATA portability to another service or product provider upon written request.
- VI
Disposing of PERSONAL DATA as determined in the applicable legislation.
- VII
Information about public and private entities with which CIELO shared the use of PERSONAL DATA.
- VIII
Information about the possibility of refusing consent and its consequences.
- IX
Consent withdrawal possibility, as applicable.



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 Reviewing automated decisions that were made based on the TREATMENT OF PERSONAL DATA.

 **CARDHOLDER’S PERSONAL DATA**

Clause 11. The Parties agree that CIELO is the OPERATOR in processing PERSONAL DATA provided by the CARDHOLDER to enable the TRANSACTION.

 **Clause 12.** To the extent that CIELO, as an OPERATOR, processes the PERSONAL DATA of the CARDHOLDER shared with CIELO by the CUSTOMER, CIELO shall follow the instructions provided by the CUSTOMER, considering the purposes for the Agreement execution. The Parties agree that this document constitutes the CUSTOMER’S complete and final instructions to CIELO regarding any PROCESSING of the CARDHOLDER’S PERSONAL DATA. Additional instructions outside the scope of this document, if applicable, must be agreed upon by a separate instrument between the Parties, in which case the PERSONAL DATA shall be treated according to the instrument's provisions without prejudice to the Agreement's provisions.

Sole Paragraph: Given the provisions on the *caput* of this clause regarding the CUSTOMER’S responsibility to determine the manner in which the CARDHOLDER's PERSONAL DATA must be treated under this Agreement, CIELO shall have the right of recourse, to the extent permitted by law, for any property, moral, individual or collective damage if the CARDHOLDER's PERSONAL DATA is processed in violation of applicable laws and regulations.

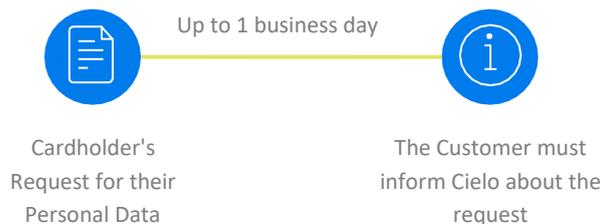
Clause 13. In the absence of any other STATUTORY BASIS to justify the TREATMENT of the CARDHOLDER’S PERSONAL DATA by CIELO, the CUSTOMER shall be solely responsible for obtaining the CARDHOLDER’S free, unequivocal, and informed consent to the TREATMENT of their PERSONAL DATA and for providing clear, accurate and easily accessible information about the TREATMENT and the TREATMENT AGENTS as required by applicable laws and regulations.



Clause 14. CIELO shall process the CARDHOLDER’s PERSONAL DATA to which it has access as a result of this AGREEMENT for the following purposes:



Clause 15. Upon the CARDHOLDER's request for access to, correction, deletion, anonymization, or blocking of their PERSONAL DATA, the CUSTOMER shall promptly (and no later than the next business day) notify CIELO so that CIELO may reasonably respond to requests that are considered commercially acceptable, as required by the GENERAL DATA PROTECTION LAW. CIELO shall provide the CUSTOMER with reasonable cooperation and assistance in responding to the CARDHOLDER's requests to the extent that the CUSTOMER does not have access to the CARDHOLDER's PERSONAL DATA used for the performance of the services covered by this Agreement.



SHARING THE CARDHOLDER'S PERSONAL DATA

Clause 16. The CUSTOMER authorizes CIELO to share the CARDHOLDER’s PERSONAL DATA it receives from the CUSTOMER with its controlling shareholders, controlled companies, affiliates, subsidiaries, companies under common control, PAYMENT ARRANGEMENT NETWORKS, and subcontractors if they need the information for the fulfillment of this AGREEMENT.

Clause 17. CIELO shall only subcontract its obligations regarding the CARDHOLDERS’s PERSONAL DATA received from the CUSTOMER through a written agreement, imposing the same obligations on the subcontractor as those imposed on CIELO herein.





SECURITY AND CONFIDENTIALITY

Clause 18. Each Party shall:

I

Adopt technical and administrative measures to protect the PERSONAL DATA to which it has access and/or receives under this AGREEMENT against unauthorized access and accidental or unlawful situations leading to destruction, loss, modification, communication, or any unlawful or inadequate TREATMENT under applicable laws and regulations;

II

Establish authentication mechanisms for accessing the PERSONAL DATA, such as using two-factor authentication systems to ensure the individualization of the person responsible for the TREATMENT;

III

Use PERSONAL DATA management solutions, such as encryption, to ensure data integrity;

IV

Maintain strict confidentiality over the PERSONAL DATA and require their respective administrators, employees, collaborators, agents, and third-party contractors who have access to or are responsible for the TREATMENT of PERSONAL DATA to protect this data in compliance with the provisions described in this document and applicable laws and regulations;

V

Maintain a detailed record of connection and application access logs, including the time, duration, person or employee responsible for the access, and the file accessed. In order to comply with legal or regulatory obligations or court orders, each party shall also provide information as to when the access occurred;

VI

Maintain internal data security policies and procedures, which shall also apply to its third parties and subcontractors who process PERSONAL DATA on its behalf;

VII

Maintain appropriate access controls, including, but not limited to, restricting PERSONAL DATA access to a minimum number of directors, employees, collaborators, and agents;

VIII

Maintain access logs with the date, time, and computer used for accessing the PERSONAL DATA, as well as a record of the activities performed; and

XIX

Periodically provide appropriate training on information security and protection of PERSONAL DATA to its executives, employees, collaborators, and agents.



INTERNATIONAL TRANSFER OF PERSONAL DATA

Clause 19. When transferring PERSONAL DATA outside the territory of Brazil, each party shall comply with applicable laws and regulations.

Clause 20. The Parties shall maintain a record of international transfers of PERSONAL DATA, including information on the country/organization of destination. For transfers described in Article 33 of the BRAZILIAN GENERAL DATA PROTECTION LAW, the Parties shall provide the necessary guarantees and mitigating measures required to maintain an adequate level of protection, as established by the guidelines of the [National Data Protection Agency \(ANPD – Autoridade Nacional de Proteção de Dados\)](#).



INCIDENT AND COURT ORDER NOTIFICATION

Clause 21. A Party shall immediately notify the other Party in the following cases:

- I** When they identify any PERSONAL DATA incident. Personal data incidents include unauthorized access or disclosure of PERSONAL DATA and accidental or unlawful destruction, loss, alteration, communication, or any unlawful or inappropriate processing of PERSONAL DATA;
- II** Any complaint related to the PROCESSING of PERSONAL DATA, including allegations that it violates the PERSONAL DATA CARDHOLDER's rights as determined by the applicable laws and regulations; and
- III** Any order issued by a court or administrative authority requesting the disclosure, blocking, or any other action related to personal data.

1 Paragraph One: If a person, authority, or public or private entity takes legal action against one of the Parties due to PERSONAL DATA leakage under the responsibility of the other Party, the injured Party may implead the other Party as per the [Civil Procedure Code Article 125, II](#).

2 Paragraph Two: When the PROCESSING of PERSONAL DATA by the responsible Party leads to inappropriate unauthorized access and PERSONAL DATA leakage or loss, regardless of what caused it, the responsible Party shall send a written communication to the other Party immediately upon becoming aware of the leakage, ensuring the receipt of the communication by the other Party. This communication must contain at least the following information:





- (i) Incident date and time;
- (ii) date and time when the Party became aware of the incident;



- (iii) A list of all data affected by the incident;
- (iv) number of affected OWNERS;
- (v) A list of the OWNERS affected by the leakage;
- (vi) The Data Protection Officer (DPO) contact details or another person who can provide information about the incident;
- (vii) A description of the incident's possible consequences; and
- (viii) Information about the measures taken to repair the damage and avoid new incidents.



If the Party does not have all of the information listed above when it sends the notification, it shall send it in stages to ensure greater agility. However, the Party shall provide the complete information, including all items listed, within 24 hours of becoming aware of the incident.



PERSONAL DATA RETENTION AND DELETION

Clause 22. For the duration of this AGREEMENT, the PERSONAL DATA collected shall be used and stored for the period necessary for its PROCESSING for the period determined in the applicable laws and regulations or upon consent.

Clause 23. If this AGREEMENT is terminated and in the absence of any STATUTORY BASIS for the TREATMENT of PERSONAL DATA, the Parties agree to delete from their records the PERSONAL DATA they have access to or may become aware of as a result of the services provided for in the AGREEMENT. The Parties shall provide evidence of the deletion and shall be liable for any damage caused to the other Party or any third party.



 **LIABILITY**

Clause 24. Without prejudice to the provisions of previous clauses, the Party that causes any PERSONAL DATA security incident, such as inappropriate unauthorized access and personal data leakage or loss, shall be liable under the applicable laws and regulations.

SAFETY INCIDENT LIABILITY

The party causing the incident.

 **Clause 25.** The Parties shall be liable for any damage they cause due to an express breach of the provisions of this document and applicable laws and regulations only to the extent of their respective liability, provided that such damage and the causal relationship are duly proven.

