Datacrazy Platform Terms of Use

Preamble

These Terms of Use ("Terms") govern the subscription to and use of the Datacrazy platform, provided by **CRM DATACRAZY LTDA**, a private legal entity duly registered with the Brazilian National Register of Legal Entities (CNPJ) under number 54.129.748/0001-18, with its registered office at Avenida Osmar de Souza Nunes, 220, Dos Pioneiros, Balneário Camboriú, Santa Catarina, Brazil, postcode (CEP) 88.331-070 ("Datacrazy"). By accepting these Terms, the individual or legal entity subscribing to the Platform ("Customer") declares that they have read, understood and fully agree to them, to the Privacy Policy and to the Commercial Offer for the chosen Plan.

If you do not agree with any provision, do not complete the subscription or use the Platform.

1. Definitions

1.1. For the purposes of these Terms, the following definitions apply:

- **Platform:** the Datacrazy software provided as a service (SaaS), including CRM, pipelines, multi-agent messaging, automations, integrations, REST API, MCP Server, Crazy IA and other features.
- **Account:** the Customer's environment on the Platform, accessed by its Users.
- **User:** a person authorised by the Customer to access the Account ("company member"), under the Customer's responsibility.
- **Plan:** the package of features, limits and price subscribed to (Starter, Essential, PRO, Business or any other that may be offered).
- **Cycle:** the subscription term: Monthly (1 month), Six-Monthly (6 months) or Annual (12 months).
- **Minimum Term:** the minimum commitment period undertaken by the Customer on all Plans, regardless of the Cycle or the payment method (monthly, six-monthly or annual). The Minimum Term is 12 months on the Monthly Cycle and corresponds to the entire Cycle (6 or 12 months) on the Six-Monthly and Annual Cycles.
- **Commercial Offer:** the description of the Plan presented at the time of subscription (sales page, checkout, proposal or order), including price, Cycle, payment method, features and limits.
- **Add-on:** a service or resource purchased separately from the Plan, such as additional Crazy IA packages, connections or extra users.
- **Third-Party Provider:** a third party whose service is integrated with the Platform, such as WhatsApp API providers (official and unofficial), Meta (Instagram, Messenger, WhatsApp), AI model providers, payment gateways and others.
- **Third-Party Costs:** amounts charged by Third-Party Providers, such as per-conversation or per-message fees, API subscriptions, usage and charges.
- **Tokens:** the unit of consumption of the Platform's AI features.
- **Chargeback:** a dispute of a charge raised by the cardholder with the card issuer or card scheme.
- **Customer Data:** data, contacts, leads, messages, files and content entered or generated by the Customer on the Platform.

2. Acceptance, evidence and versioning

2.1. These Terms are accepted by means of an unticked checkbox, before the subscription is completed, a trial period is activated or a feature requiring specific acceptance is activated. Without acceptance, the subscription is not completed.

2.2. Electronic acceptance is fully legally valid under Provisional Measure No. 2.200-2/2001 and Law No. 14.063/2020, and is equivalent to the Customer's signature.

2.3. Datacrazy will record and retain, in a retrievable form, the evidence of acceptance: identification of the Account and the User, date and time, IP address, version of the Terms accepted and the Plan, Cycle and Commercial Offer chosen.

2.4. Anyone accepting these Terms on behalf of a legal entity declares that they have the authority to bind it. The Customer declares that they are over 18 years of age and have full legal capacity.

2.5. Each version of these Terms is identified by a number and an effective date. Previous versions and the history of changes are available at https://legal.datacrazy.io/terms-of-use/en

2.6. Datacrazy's electronic records (access and usage logs, acceptance, sending of messages and notices, invoices and support tickets) will be admissible as evidence of the relationship between the parties, without prejudice to evidence to the contrary.

3. Purpose and licence to use

3.1. The purpose of these Terms is to grant the Customer a non-exclusive, non-transferable, revocable licence to use the Platform, limited to the Plan subscribed to, for the duration of the Cycle.

3.2. The subscription does not transfer to the Customer any ownership rights over the Platform, its source code, trade marks or technology.

3.3. Onboarding, consultancy, bespoke configuration, dedicated training or custom development services are not included in the Plan, unless expressly provided for in the Commercial Offer or in a specific proposal.

4. Plans, features and limits

4.1. Each Plan includes only the features, limits and services described in the corresponding Commercial Offer and in Schedule I. Any feature not listed in the Plan subscribed to is not included, even if it is visible in the interface or available on another Plan.

4.2. The official list of features by Plan is Schedule I to these Terms, kept up to date at https://legal.datacrazy.io/terms-of-use/en. It indicates what is included, what is charged separately (Add-ons) and which features are subject to specific limits or conditions.

4.3. Features that require an additional subscription or payment will be identified as such in the interface and in the Commercial Offer. Third-Party Costs are never included in the Plan price (clause 12).

4.4. The Plan limits (pipelines, stages, leads, users, automations, connections, integrations, requests per minute and Tokens) are technical and may be enforced automatically by the Platform. On reaching a limit, the corresponding feature may be blocked until the Customer upgrades, purchases an Add-on or brings its usage within the limit.

4.5. Expressions such as "unlimited" are subject to reasonable use consistent with the ordinary operations of a business, and do not permit abusive use, resale, sublicensing or loads that compromise the stability of the Platform; they also remain subject to the limits on requests per minute.

4.6. In the event of any discrepancy between marketing materials, conversations with the sales team and the Commercial Offer accepted at checkout, the accepted Commercial Offer, recorded in accordance with clause 2.3, prevails. Specially negotiated terms are valid only if recorded in writing in a proposal or amendment.

4.7. Datacrazy may develop the Platform by adding, changing or discontinuing features. If an essential feature of the Plan subscribed to is discontinued during the Cycle without an equivalent replacement, the Customer may cancel without an early termination fee, with a pro rata refund for the unused period.

5. Subscription, prices and payment methods

5.1. Prices are those of the Commercial Offer in force at the time of subscription. Changes to the price list do not affect the current Cycle, only new subscriptions and renewals (clause 7).

5.2. Payments may be made by credit card (in a single payment or in instalments) or boleto (Brazilian bank payment slip), as available at checkout. Payments are processed by a third-party payment gateway, subject to its own terms.

5.3. Where instalments bear interest, the interest is charged by the financial institution or the gateway, does not form part of the Plan price and is not refundable by Datacrazy.

5.4. By registering a credit card, the Customer authorises Datacrazy to take recurring payments, renewals and charges for Add-ons and upgrades purchased, in accordance with these Terms. The Customer must keep its payment details up to date.

5.5. Prices include the taxes levied on the provision of the service, unless expressly stated otherwise. The invoice will be issued with the details provided by the Customer, who is responsible for their accuracy.

6. Subscription Cycles and Minimum Term

6.1. Monthly Cycle. A subscription paid monthly, renewed and charged each month on the monthly anniversary of the subscription date, with a Minimum Term of 12 months from the subscription date. Once the Minimum Term has ended, the subscription continues for an indefinite period.

6.2. Six-Monthly and Annual Cycles. The Customer receives a discount on the monthly price in return for committing to remain for the 6 or 12 months of the Cycle, which constitutes its Minimum Term. The discount granted is conditional on the full completion of that period.

6.3. Minimum Term on all Cycles. All Plans are subscribed to with a Minimum Term, regardless of the Cycle or the payment method. On the Six-Monthly and Annual Cycles, the Plan price corresponds to the entire Cycle. The Customer acknowledges that terminating before the end of the Minimum Term is subject to the rules in clause 9, including the early termination fee (Monthly Cycle) or the loss of the discount (Six-Monthly and Annual Cycles).

6.4. Instalments do not turn the contract into a monthly one. Paying by credit card in instalments is merely a way of paying the total price of the Cycle. It does not convert a Six-Monthly or Annual Plan into a series of independent monthly subscriptions, and the instalments do not correspond to months of service purchased separately.

6.5. As instalments are operated by the card issuer, cancelling the Plan does not automatically stop future instalments. Any amount to be refunded will be calculated in accordance with clause 9 and returned by card refund or another method indicated.

6.6. Non-use. Making the Platform available during the Cycle constitutes provision of the service. The Customer not accessing, configuring or using the Platform, in whole or in part, for all or part of the period, does not give rise to any right to a full or pro rata refund or to an extension of the Cycle.

7. Automatic renewal and price adjustment

7.1. All Plans renew automatically at the end of each Cycle, on the same Plan and Cycle, unless the Customer cancels beforehand in accordance with clause 7.4.

7.2. On the Monthly Cycle, renewal takes place every month, with payment taken on the monthly anniversary date. No individual advance notice is given of each monthly renewal, and the Customer may cancel at any time in accordance with clause 9.2; any price adjustment will be notified in accordance with clause 7.8.

7.3. Renewal notice (Six-Monthly and Annual). Datacrazy will send a notice at least 30 days before the renewal date, by email to the registered address and by a notice within the Platform. The notice will state: the renewal date, the Plan and Cycle, the amount to be charged (including any price adjustment), the payment method and how to cancel.

7.4. Deadline to prevent renewal. The Customer may cancel the renewal at any time up to 11:59 pm (Brasília time) on the day before the renewal date, through the channels set out in clause 9.10. After that date, a new Cycle begins, fully subject to the rules in clause 9.

7.5. The Customer is responsible for keeping its registered email address up to date. A notice sent to the registered address is deemed to have been delivered.

7.6. Discounts and promotional terms apply only to the Cycle in which they were granted, unless expressly stated otherwise in the Commercial Offer. Renewal is at the list price in force for the Plan and Cycle, which will be stated in the renewal notice.

7.7. Price adjustment. Prices will be adjusted annually by the positive cumulative change in the IPCA/IBGE index (Brazil's official consumer price index) over the previous 12 months, with the subscription date as the base date. Should the index cease to exist, the official index replacing it will be adopted.

7.8. Price adjustments will be notified at least 30 days in advance through the channels in clause 7.3. On the Six-Monthly and Annual Cycles, the adjustment applies only on renewal, never during a Cycle already paid for.

7.9. If the renewal price exceeds the adjustment under clause 7.7 (for example, owing to a change in the price list), the Customer may choose not to renew, at no cost, up to the deadline in clause 7.4.

8. Upgrades, downgrades and Add-ons

8.1. Plan upgrade. This may be done at any time and takes effect immediately upon confirmation of payment. The Customer pays the difference pro rata to the days remaining in the Cycle:

> *Upgrade amount = (Price of the new Plan for the Cycle - Price of the current Plan for the Cycle) × (days remaining in the Cycle ÷ total days in the Cycle)*

8.2. On an upgrade, the Cycle end date is maintained, and renewal will thereafter be on the new Plan. The Platform will display the pro rata amount and the start date of the new terms before confirmation.

8.3. Change to a longer Cycle (Monthly to Six-Monthly or Annual). This takes effect immediately and starts a new Cycle on the date of the change. The unused days of the current month are deducted from the price of the new Cycle.

8.4. Plan or Cycle downgrade. This may be requested at any time through the Financial Support service channel in the CRM, Monday to Friday, from 9 am to 6 pm. Once requested, the downgrade takes effect only at the next renewal, with no refund or credit for the difference in the current Cycle. During the current Cycle, the Customer retains the features of its current Plan.

8.5. By the date of the downgrade, the Customer must bring its usage within the limits of the new Plan. Resources above the limit (users, connections, automations, pipelines, integrations) may be deactivated by the Platform, starting with the most recent. A downgrade does not delete Customer Data, but may prevent new records from being created until usage is brought within the limits.

8.6. Add-ons. Add-ons purchased during a Cycle follow the Plan's Cycle: they are charged pro rata up to the end date of the current Cycle and thereafter renew together with the Plan, on the same Cycle and at the full price.

8.7. Before an Add-on is purchased, the Platform will state: the pro rata amount charged now, the Cycle end date, the renewal amount and frequency, and whether the Add-on has a minimum term.

8.8. Cancellation of an Add-on takes effect at the end of the current Cycle, without a refund, save for the cases provided for by law and clause 9.8. Tokens and usage credits already consumed are non-refundable under any circumstances.

9. Cancellation, early termination fee and refunds

9.1. Right of withdrawal (7 days). On the first subscription to any Plan, the Customer may withdraw within 7 calendar days of the subscription date, with a full refund of the amounts paid to Datacrazy, in accordance with Article 49 of the Brazilian Consumer Protection Code (Código de Defesa do Consumidor). Datacrazy also extends this guarantee to Customers that are legal entities, on a discretionary basis. The guarantee does not apply to renewals.

9.2. Cancellation of the Monthly Cycle. After the period in clause 9.1, cancellation may be requested at any time. Cancellation takes effect at the end of the month already paid for, with access maintained until that date and no refund for the current month. If cancellation occurs before the 12 months of the Minimum Term have been completed, an early termination fee will be payable, equal to 20% of the value of the monthly payments remaining until the end of that period, calculated at the monthly price in force on the date of the request. Once the Minimum Term has ended, cancellation does not incur any fee.

9.3. Early cancellation on the Six-Monthly and Annual Cycles. After the period in clause 9.1, a Customer wishing to terminate a Six-Monthly or Annual Plan before the end of the Cycle may choose between:

a) **Not renewing:** keeping access until the end of the Cycle already purchased, with no fee and no refund. The Account is not renewed (clause 7.4).

b) **Terminating immediately with a settlement:** access ends on the date of the request and the amounts are recalculated in accordance with clause 9.4.

9.4. Settlement calculation (loss of the discount). On the Six-Monthly and Annual Cycles, as the discount is conditional on remaining for the entire Cycle (clause 6.2), on early termination the months used are recalculated at the Monthly Cycle price for the same Plan in force on the subscription date. The difference operates as an early termination fee for the breach of the commitment, in an objective amount proportionate to the period used:

> *Amount due = months started × Monthly price of the Plan (Monthly Cycle)*
>
> *Refund = Total price of the Cycle - Amount due*

9.5. For this calculation: (a) any part of a month started counts as a full month; (b) the Amount due will never exceed the Total price of the Cycle, so that the Customer will never pay more than it would have paid by completing the Cycle; (c) if the Refund is zero or negative, there is nothing to be refunded; (d) if the Customer has not yet paid the Amount due in full (for example, when paying by boleto), the difference will be charged. Examples are given in Schedule II.

9.6. Non-refundable amounts. In no voluntary cancellation are the following refunded: instalment interest, Third-Party Costs, Tokens and credits already consumed, Add-ons already used and onboarding services already provided, without prejudice to the right of withdrawal in clause 9.1.

9.7. Refund timescale and method. The amount calculated will be communicated to the Customer in the cancellation confirmation and refunded within 20 working days. For card payments, the refund is made to the card, and the time taken for the credit to appear on the statement depends on the issuer; it may appear across one or more statements. For other payment methods, the refund is made by bank transfer to an account held in the Customer's name.

9.8. Cancellation owing to Datacrazy's failure or by operation of law. No early termination fee or loss of discount applies, and the Customer receives a pro rata refund for the unused period (or a full refund, if the Platform could not be used from the subscription date owing to a failure attributable to Datacrazy), where:

- the Platform is unavailable for more than 72 consecutive hours for reasons attributable to Datacrazy, and the issue remains unresolved after the Customer has given notice;
- an essential feature of the Plan is discontinued without an equivalent replacement (clause 4.7);
- Datacrazy breaches an obligation under these Terms and fails to remedy it within 15 days of notice from the Customer;
- an amendment to these Terms is detrimental to the Customer and the Customer chooses to terminate (clause 24.3);
- the law so requires.

9.9. The following do not constitute a failure on the part of Datacrazy: unavailability, blocks or changes by Third-Party Providers (clauses 12 and 13), scheduled and notified maintenance, problems with the Customer's internet connection, equipment or settings, use not in accordance with these Terms, and acts of God or force majeure.

9.10. How to cancel. Cancellation may be requested by the Account administrator, through the Platform itself or via the billing support team (chat). If the request is made through the CRM, our team will contact the Customer via WhatsApp to formalize the transaction. Datacrazy will issue a confirmation stating the reference number, date, the option chosen (clause 9.3), where applicable, and the amount calculated, including any early termination fee (clause 9.2). The date of the request is the date of cancellation. Requests made by other means (such as a conversation with the sales team) will be redirected to these channels.

9.11. The support and finance teams will apply these rules in a standardised manner. Any exception is valid only if formalised in writing by the department responsible.

10. Non-payment and settlement of arrears

10.1. A payment not confirmed by its due date is considered to be in arrears. For credit cards, the Platform will make further automatic payment attempts during the timeline below.

10.2. Late payment charges. Overdue amounts are subject to a 2% late payment fee, default interest of 1% per month, pro rata to the days overdue, and inflation adjustment by the IPCA index.

10.3. Arrears timeline. Notices are sent by email, on the Platform and by WhatsApp. Periods are counted from the due date:

Day	Notice to the Customer	Effect on the Account
D0	Notice of unconfirmed payment, with a payment link	None
D+3	Reminder with notice of restriction on D+7	None
D+7	Notice of restriction and of suspension on D+15	Restriction: automations, bulk messaging, integrations, API, MCP and Crazy IA suspended
D+15	Notice of suspension and of cancellation on D+30	Access suspended. Data preserved
D+30	Notice of cancellation for non-payment	Account cancelled and outstanding balance charged

10.4. During restriction and suspension, Customer Data is preserved and the Cycle continues to run as normal, with no extension or credit for the period of suspension.

10.5. Settlement. The Customer may settle the debt at any time via the payment link sent or via the finance area of the Platform, by credit card (upon approval) or boleto (up to 3 working days). Access and features are restored automatically within 1 working day of confirmation of payment. Payments are allocated to the oldest debts first.

10.6. Cancellation for non-payment. On D+30, the Account is cancelled and: (a) if the Account is within its Minimum Term, the early termination fee in clause 9.2 (Monthly Cycle) or the settlement in clause 9.4 (Six-Monthly and Annual Cycles) applies, with the outstanding balance falling due immediately; (b) outstanding amounts, together with the charges in clause 10.2, may be subject to out-of-court or court collection, formal protest of the debt (protesto) and registration with credit reference agencies, subject to prior notice; (c) resuming the service requires a new subscription, at the prices then in force, after the debt has been settled in full.

10.7. Datacrazy is not liable for losses arising from restriction or suspension applied in accordance with this clause, such as failed automations, integrations or interrupted customer service.

11. Chargebacks and payment disputes

11.1. Mandatory prior contact. Before disputing any charge with the card issuer, the Customer must contact Datacrazy through the channels in clause 9.10, and Datacrazy will respond within 5 working days. Charges proven to be incorrect will be corrected and refunded in full.

11.2. A dispute constitutes a breach of contract where: (a) it is raised without the prior contact required by clause 11.1; or (b) it concerns a legitimate charge, authorised by the Customer and relating to a service made available, including renewals notified in accordance with clause 7.

11.3. Precautionary suspension. On being notified of a chargeback, Datacrazy may immediately suspend the Account until the dispute is concluded, preserving the Customer Data.

11.4. Defence. The Customer authorises Datacrazy to provide the acquirer, the issuer and the card scheme with evidence of the subscription and of use: the acceptance record, access and usage logs, IP address, communications and notices sent.

11.5. Unjustified chargeback. If a chargeback is decided in the Customer's favour although the charge was not in fact incorrect, the amount reversed remains due. Datacrazy may collect it by other means, plus: (a) the charges in clause 10.2; (b) chargeback fees and costs charged by the acquirer, per occurrence; (c) if the Account is within its Minimum Term, the early termination fee in clause 9.2 or the settlement in clause 9.4, depending on the Cycle, with the Plan deemed terminated on the date of the dispute. The collection measures in clause 10.6 apply.

11.6. Fraud. Subscribing with a third party's card without authorisation, or any other payment fraud, results in the immediate closure of the Account, without prejudice to the retention of records and to reporting to the authorities.

11.7. Reactivation. An Account suspended or closed because of a chargeback will be reactivated only once the amounts in clause 11.5 have been paid in full. Datacrazy may require payment in advance for subsequent Cycles.

11.8. Nothing in this clause prevents the Customer from disputing a charge that was genuinely unauthorised or fraudulently made by third parties in its name.

12. API connections and Third-Party Costs

12.1. The Datacrazy subscription does not include Third-Party Costs. The Platform allows connection to, among others, the following Third-Party Providers: the official WhatsApp API (Meta's WhatsApp Business Platform), Z-API, D-API, Evolution, Uazapi, Messenger, Instagram and Universal Connection. Prices vary by provider, and the Customer must check the current price list directly with each of them.

12.2. The Customer contracts with and pays the Third-Party Provider directly, accepting its terms and policies. Datacrazy is not a party to that relationship, unless it expressly resells the service, which will be stated in the Commercial Offer.

12.3. Amounts paid to Datacrazy relate only to the Plan and Add-ons. Per-conversation or per-message fees, API subscriptions, usage, verification fees and any other charges of Third-Party Providers are charged by them and are the sole responsibility of the Customer.

12.4. The commercial terms, fees, technical requirements, usage limits, approval criteria and charges of Third-Party Providers are set exclusively by them and may change at any time, beyond Datacrazy's control.

12.5. Before a connection is activated, the Platform will state that it depends on a Third-Party Provider, that Third-Party Costs may apply and, where applicable, that it is an unofficial API (clause 12.7). Activating the connection records the Customer's acknowledgement.

12.6. Limitation of liability. Datacrazy is not liable for unavailability, instability, changes, restrictions, blocks, price changes, discontinuation or changes to the operating conditions of APIs at the initiative of the Third-Party Provider. In such cases, Datacrazy will use reasonable endeavours to adapt the integration, without any guarantee of continuity. Datacrazy remains liable for failures of the Platform itself.

12.7. Unofficial APIs. Providers such as Z-API, D-API, Evolution and Uazapi are neither official nor affiliated with Meta. Using these connections may breach WhatsApp's terms and carries a significantly higher risk of numbers being blocked or banned, which may happen at any time and without notice. By choosing an unofficial API, the Customer declares that it is aware of and accepts this risk. For critical operations, Datacrazy recommends the official API.

12.8. For integrations via Webhook, REST API and MCP Server created by the Customer, the Customer is responsible for its own systems, for the security of access keys and tokens and for complying with the request limits of the Plan.

13. Use of channels and third-party policies

13.1. The Customer is solely responsible for the use and management of the numbers, accounts, contact lists, messages and content linked to the connected channels. It must comply with the policies of the Third-Party Providers (such as the WhatsApp Business Policy, Meta's Commerce Policy and the

Instagram Community Guidelines), the LGPD (Brazilian General Data Protection Law) and applicable legislation.

13.2. Breaches of these policies, including sending without consent, spam, prohibited content, inappropriate sending volume or frequency and complaints from recipients, may result in reduced quality ratings, restriction, blocking or banning of numbers and accounts by the Third-Party Provider itself.

13.3. These decisions are taken independently by the Third-Party Provider, and their reversal depends solely on its review process. Datacrazy does not promise or guarantee the unblocking or recovery of any number, account or message history. Blocking or banning by the Third-Party Provider does not give rise to any right to a refund, credit or cancellation without an early termination fee.

13.4. In such cases, Datacrazy will: advise the Customer on good practice; point the Customer to the Third-Party Provider's appeal channels; and provide the records available on the Platform that may support the appeal. Datacrazy's legal liability is preserved where the block is proven to have resulted from a failure of the Platform itself.

13.5. Recommended good practice.

- Obtain and keep the consent (opt-in) of contacts before sending messages.
- Offer a simple way to unsubscribe and honour it.
- Do not use purchased, scraped or unknown-source lists.
- On the official API, respect the customer service window and use approved message templates.
- Increase the sending volume of new numbers gradually.
- Identify the sending company in messages.

13.6. Datacrazy may suspend sending or connections on identifying use that harms the Platform, other customers or third parties, or that creates legal risk, and will notify the Customer.

14. Artificial intelligence features (Crazy IA)

14.1. Features. Crazy IA comprises customer service agents, response suggestion and generation, conversation summaries and lead classification. These features use AI models from Third-Party Providers, on whose availability and terms they depend.

14.2. Limitations. AI outputs are generated by probabilistic models and may contain errors or information that is inaccurate, incomplete, out of date or inappropriate. They do not constitute professional advice of any kind.

14.3. Responsibility for use. The Customer is responsible for reviewing and validating AI-generated content, responses, recommendations and actions before using or sharing them, and for ensuring that their use is appropriate to the purpose and lawful. When configuring agents that respond automatically to its own customers, the Customer assumes responsibility for the content sent and must disclose that the service is automated whenever the law or good faith so requires.

14.4. Tokens and consumption. Each Plan includes a monthly Token allowance (Schedule I), renewed on the monthly anniversary of the subscription date. The allowance does not roll over: Tokens not used in the month expire. Consumption takes into account model inputs and outputs and is shown on a dashboard on the Platform.

14.5. Once the allowance is exhausted, the AI features are paused until the next renewal or until the Crazy IA Add-on is purchased, at a price of R$ 147.00 per package of 50 million Tokens, valid for 30 days. If the Customer enables automatic renewal of the Add-on, a new package will be purchased and charged automatically, using the registered payment method, at the end of each 30-day period, or earlier

if the package's Tokens run out. Tokens are non-refundable, non-transferable and cannot be exchanged for cash.

14.6. If the Platform allows the Customer to use its own API key with an AI provider, consumption will be charged by that provider as a Third-Party Cost.

14.7. Model training. Datacrazy does not use Customer Data, inputs, files or content to train AI models. AI Third-Party Providers are engaged on an API basis, under terms that do not permit such data to be used for training. The data may be processed temporarily by these providers, including outside Brazil, in accordance with the Privacy Policy.

14.8. Personal and confidential data. The Customer must not enter into the AI features sensitive personal data, card details, passwords or trade secrets, unless necessary and with an appropriate legal basis. The Customer is the controller of the data it enters and is responsible for the legal basis for the processing.

14.9. Prohibited uses of AI. Crazy IA must not be used to generate unlawful, misleading or discriminatory content, to impersonate a real person, or to take automated decisions affecting the rights of data subjects without the possibility of review, in accordance with Article 20 of the LGPD.

14.10. Datacrazy may change models and providers, adjust limits or suspend AI features in the event of abuse, security risk or legal requirement.

15. Customer obligations and prohibited uses

15.1. The Customer undertakes to: provide true and up-to-date registration details; keep its credentials confidential and be responsible for all acts carried out with them; manage the access and permissions of its Users, in accordance with clause 16; comply with the law, these Terms and the policies of Third-Party Providers; and keep its own copies of data relevant to its operations.

15.2. It is prohibited to: (a) resell, sublicense, rent or share the Account with third parties outside the Customer's company; (b) send spam, messages without consent or content that is unlawful, fraudulent, defamatory, discriminatory or that infringes the rights of third parties; (c) reverse engineer, copy or attempt to access unauthorised areas of the Platform; (d) circumvent technical or billing limits; (e) introduce malicious code or overload the infrastructure; (f) use the Platform for illegal activities or activities that breach the LGPD.

15.3. The Customer will indemnify Datacrazy for losses, including legal fees, arising from claims by third parties, data subjects, Third-Party Providers or authorities caused by the content, the messages or the use of the Platform by the Customer in breach of these Terms or of the law.

16. Management of users, access and permissions

16.1. Adding and removing Users. The Customer, through the Account administrators, is responsible for adding, inviting, suspending and removing the Users with access to the Account, keeping the list of Users up to date at all times, including by immediately removing the access of staff who leave or no longer need it.

16.2. Roles and permissions. Defining the roles, profiles and permission levels of each User is the sole responsibility of the Customer, as are the consequences of access granted excessively or improperly.

16.3. Attribution of actions. Actions carried out by Users authenticated on the Account, such as changing or deleting data, sending messages, settings, integrations and use of API tokens, are attributed to the Customer, which is responsible for them.

16.4. Credentials and tokens. The Customer must keep secure, and instruct its Users to keep secure,

access credentials, API keys and tokens, without sharing them with third parties. If unauthorised access, leaked credentials or misuse of the Account is suspected, the Customer must notify Datacrazy immediately through the official support channels (clause 17.3) and promptly take the measures within its reach, such as resetting passwords and revoking tokens.

16.5. Limitation of liability. Datacrazy is not liable for damage arising from the Customer's poor management of access, including access granted to unauthorised persons, failure to remove Users who have left, sharing of credentials and leaked tokens. Datacrazy's legal responsibilities for the security of the Platform (clause 19) remain, including where the damage is proven to have resulted from a failure of the Platform itself.

16.6. Activity logs. The Platform makes available to the Customer the activity logs (access and action logs) that are actually available in the interface, to the extent and for the period stated there, which may vary according to the Plan and the development of the Platform. Beyond what is available, Datacrazy does not guarantee a complete audit trail of Users' actions. Access logs retained by Datacrazy under a legal obligation are governed by clause 20.4.

17. Availability, support and maintenance

17.1. Datacrazy will use commercially reasonable endeavours to keep the Platform available, without guaranteeing uninterrupted or error-free operation.

17.2. Scheduled maintenance will be notified in advance and will preferably take place outside business hours. Emergency maintenance may take place without prior notice.

17.3. Support is provided via the CRM chat, from 9 am to 10 pm, Monday to Friday, and from 9 am to 6 pm on Saturdays, Sundays and public holidays, at the level provided for in the Plan subscribed to.

18. Limitation of liability

18.1. To the fullest extent permitted by law, Datacrazy is not liable for loss of profits, loss of revenue, loss of business opportunities or goodwill, or for indirect damage, arising from the use of or inability to use the Platform.

18.2. Datacrazy's total liability, for any cause, is limited to the amount actually paid by the Customer to Datacrazy in the 12 months preceding the event giving rise to the damage.

18.3. Datacrazy is not liable for: acts and omissions of Third-Party Providers (clauses 12 and 13); the content of messages, campaigns and AI responses sent by the Customer; loss of data caused by the actions of the Customer or its Users or by poor access management (clause 16); or use of the Platform not in accordance with these Terms.

18.4. The limitations in this clause do not apply in the event of wilful misconduct or gross negligence on the part of Datacrazy, nor where prohibited by law, in particular in consumer relationships governed by the Brazilian Consumer Protection Code.

19. Personal data protection

19.1. With regard to personal data contained in Customer Data (leads, contacts, messages), the Customer is the controller and Datacrazy acts as processor, under Law No. 13.709/2018 (LGPD). With regard to the Customer's registration and billing data, Datacrazy is the controller, in accordance with the Privacy Policy.

19.2. As processor, Datacrazy will: process the data only to provide the service and in accordance with the Customer's instructions; adopt appropriate technical and organisational security measures; notify the

Customer of relevant security incidents within a reasonable time; and assist the Customer in responding to data subject requests, as far as possible.

19.3. The Customer authorises Datacrazy to engage sub-processors (such as cloud, AI and messaging providers), which may be located outside Brazil, in compliance with Articles 33 to 36 of the LGPD.

19.4. It is the Customer's responsibility, as controller, to ensure there is a legal basis for the processing and for sending messages to its contacts.

19.5. The Privacy Policy, available at https://legal.datacrazy.io/privacy-policy/en, forms part of these Terms.

20. Data after cancellation or closure of the Account

20.1. Export. After the Account is closed, the Customer will have 90 days to export its data in CSV format, through the Platform itself or on request. Technical limitations: attachments and media.

20.2. Restricted retention. Once the export period has ended, the data is held in restricted retention for a further 60 days, with no access by the Customer, and may be restored only if the Account is reactivated.

20.3. Permanent deletion. At the end of the restricted retention period, the data is permanently deleted within 30 days, including backup copies, in line with the backup cycle.

20.4. Exceptions. The following may be retained after deletion, for the period and on the grounds indicated: application access logs, for 6 months (Article 15 of the Brazilian Internet Civil Framework, Marco Civil da Internet); tax and financial data, for 5 years (tax legislation); records of acceptance, charges and communications, until the end of the limitation period, for the regular exercise of rights (Article 7(VI) and Article 16 of the LGPD); and data subject to a court or regulatory order.

20.5. Data stored by Third-Party Providers (such as conversation history within WhatsApp itself) is governed by the policies of those providers.

21. Intellectual property

21.1. The Platform, its trade marks, code, layout and documentation belong to Datacrazy. Customer Data belongs to the Customer, which grants Datacrazy a limited licence to process it for the sole purpose of providing the service.

21.2. Datacrazy may use Platform usage data in aggregated and anonymised form, without identifying the Customer or the content of its messages, for statistics, security and service improvement. Suggestions submitted by the Customer may be used freely by Datacrazy.

22. Suspension and termination by Datacrazy

22.1. In the event of a breach of these Terms, Datacrazy will notify the Customer to remedy it within 5 days. If the breach is not remedied, the Account may be suspended or the contract terminated.

22.2. Suspension may be immediate, without prior notice, in the event of fraud, unlawful activity, risk to the security of the Platform or of third parties, a court or regulatory order, or a serious breach of clauses 13 and 15.

22.3. On termination owing to the Customer's fault during the Minimum Term, the early termination fee in clause 9.2 or the settlement in clause 9.4 applies, depending on the Cycle, without prejudice to the indemnity in clause 15.3.

22.4. Datacrazy may terminate without cause on 30 days' notice, with a pro rata refund for the unused period and without any fee.

23. Notices

23.1. Notices to the Customer will be given by email to the registered address, by notices on the Platform and by WhatsApp. They are deemed received on the date they are sent to the registered email address.

23.2. Notices from the Customer to Datacrazy must be given through the official channels indicated.

24. Amendments to these Terms

24.1. Datacrazy may amend these Terms by publishing the new version with a number and an effective date (clause 2.5).

24.2. Amendments will be notified at least 30 days in advance through the channels in clause 23.1. Amendments required by law or for security reasons may take effect immediately. Material amendments concerning price, cancellation, liability or personal data will require fresh acceptance on the Platform.

24.3. If the Customer disagrees with an amendment that is detrimental to it, the Customer may terminate the contract before the new version takes effect, without an early termination fee or loss of discount, and with a pro rata refund for the period already paid for and not used (clause 9.8). Amendments do not apply to the price of the current Cycle.

25. General provisions

25.1. Order of precedence. In the event of conflict, the following prevail, in this order: (i) a specific proposal or amendment signed between the parties; (ii) the accepted Commercial Offer; (iii) these Terms and their Schedules.

25.2. The invalidity of any clause does not affect the remaining clauses. Tolerance of a breach of any obligation does not constitute a waiver or novation.

25.3. The Customer may not assign this contract without Datacrazy's consent. Datacrazy may assign it in the event of a corporate reorganisation, on the same terms.

25.4. Neither party is liable for non-performance caused by acts of God or force majeure (Article 393 of the Brazilian Civil Code).

25.5. These Terms do not create any partnership, employment or agency relationship between the parties.

26. Governing law and jurisdiction

26.1. These Terms are governed by the laws of the Federative Republic of Brazil.

26.2. The courts of the judicial district of Balneário Camboriú, Santa Catarina, where Datacrazy has its registered office, are chosen to settle any disputes, without prejudice to the right of a Customer who is a consumer to bring proceedings in the courts of their place of domicile.