

## **Privacy Policy**

### **PRIVACY PROTECTION**

AquiPay works respecting the need to protect your personal information. AquiPay will not provide, publish, reveal, commercialize or transmit in any way the information collected about you in disagreement with this privacy policy.

### **INFORMATION YOU GIVE US**

We collect information that you send to us, such as information sent when you register an account with AquiPay, namely, basic user data, such as name, email, address, telephone numbers, photograph, date of birth, financial information, bank account details, credit or debit card numbers, contact details and location information.

### **INFORMATION WE COLLECT WHEN YOU USE OUR SERVICES**

We automatically collect certain information when you use our Services, including:

Transaction Information. When you use our Services to make or receive payments, we collect information about when and where the transaction occurred, a description of the product or service that is the subject of the transaction, its price, IP addresses and unique device IDs. Location and Access Information. When you open the application, we periodically receive analytical information about the location, date and time, screens accessed, geolocation, IP addresses and any other information that may be used to improve the Services. Devices. We store information related to the device used to access the Services, as well as the operating system version used, serial number, network and iteration flow until payment. Detection of other Software. Our systems may also detect other software running on the device used, although we do not collect information related to these, such as misuse prevention and anti-fraud devices. Cookies and Web Beacons. We use various technologies to collect information, and this may include sending cookies to your browser. Cookies are files stored on your computer that serve, among other functions, to save your preferences and identity. We also collect information using web beacons, which are packets of information that may be used on our Services. We may use web beacons to count visits, understand and evaluate the performance of marketing campaigns, and determine whether or not you have opened an email we have sent you.

### **INFORMATION COLLECTED FROM OTHER SOURCES**

We may also collect information about you from third parties, including but not limited to identity verification services, credit protection services and public information sources.

### **INFORMATION COLLECTED FROM MARKETING TOOLS**

We may authorize third parties to collect information for the purposes of promoting and advertising our Services and to provide us with analytical information. These third parties may use cookies, web beacons, APIs and other technologies to collect information such as location, IP address, device numbers, date and time of access, pages or screens visited, time spent during access, buttons and links clicked and conversion information. This information may be used by AquiPay Online and companies in the same economic group or strategic partners to analyze and determine the success of a campaign, the usability of a page and user understanding. AquiPay will not be responsible for cookies, web beacons or other tracking technologies, so we recommend that you check the privacy policy of these third parties.

## **Google Analytics**

This website uses Google Analytics, a web analytics service provided by Google, Inc. (“Google”). Google Analytics uses “cookies”, which are text files placed on your computer that help the website analyze how people use the site.

The information generated by the cookie about your use of the website (including your IP address) will be transmitted to and stored by Google on servers in the United States. Google will use this information for the purpose of evaluating your use of the website, compiling reports on website activity for website operators and providing other services relating to website activity and internet usage.

Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google.

You may refuse the use of cookies by selecting the appropriate settings on your browser, however please note that if you do this you may not be able to use the full functionality of this website. By using this website, you consent to the processing of your personal data by Google in the manner and for the purposes set out above.

If you have any questions about the provisions of these terms or other related documents, please contact us.

## **Terms of Use**

### **Limitation of Liability for Services Contracted Through the Website**

You agree that AquiPay is a mere intermediary agent between users, partners, and service providers available on the AquiPay Platform, and any complaints about service failures and intermediation.

You agree that AquiPay is exempt from liability, whether based on contract, tort, strict liability, or otherwise, including, without limitation, liability for direct, punitive, special, consequential, incidental, or indirect damages, in relation to goods or services provided by any of the partners present on the AquiPay platform, including, without limitation,

liability for any act, error, omission, injury, loss, accident, delay, or irregularity that may be incurred.

You agree to exonerate AquiPay from any liability with respect to the same.

### **No Warranties**

Under no circumstances will AquiPay be liable for any losses or damages caused by the user's reliance on information obtained through a partner's website and direct contact with them, or the user's reliance on any product or service obtained from a AquiPay partner.

It is the user's responsibility to evaluate the accuracy, completeness, or usefulness of any information, advice, or other content available through our partners' websites. We suggest seeking the help of professionals, when necessary, regarding the evaluation of any specific opinion, advice, products, services, or other content.

### **Transmission of Personal Data**

The user acknowledges and agrees that by providing AquiPay with any personal or proprietary information through the website, they are allowing the transmission of this information across international borders as necessary for processing in accordance with AquiPay' business practices.

The user is aware that linked websites may contain provisions about the transmission of personal data that differ from the provisions contained herein. AquiPay is not responsible for such provisions and expressly disclaims any and all liability related to such provisions. For more information on our privacy, please visit our Privacy Policy.

### **Password-Protected Access / Secure Areas**

Access and use of secure areas and/or password-protected areas of the website are restricted to authorized users. Unauthorized individuals attempting to access these areas of the website may be subject to prosecution.

### **Laws and Regulations**

The user's access and use of the Website are subject to all applicable international standards, federal, state, local laws, and regulations.

### **General Considerations**

AquiPay may use all valid and possible means to verify the authenticity of the vouchers, documents, or records submitted by the user;

Without prejudice to the provisions of the agreement between the user andAquiPay, if there is an indication of illegality, fraud, or violation of these general conditions, if it can be interpreted that any information, content, or data entered by the user on their site violates these general conditions, or if there is a complaint against the user, AquiPay may, at its sole discretion and without the need for prior notice, suspend payment until the situation is clarified.

AquiPay may receive daily through the email [contact@aquipay.com](mailto:contact@aquipay.com) complaints, notifications, complaints, etc. against users who are disrespecting any clause present in the general conditions.

The agreement between the user and AquiPay will be terminated, by full right, regardless of any notification or summons, judicial or extrajudicial, in the event of non-compliance by the user with these general conditions.

AquiPay reserves the right to modify the rules above at any time, at its sole discretion, regardless of prior notice.