Terms of use

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1 - Initial considerations - This document governs the relationship between Moloni Unipessoal, Lda. and the Customers of the Moloni ON invoicing solution. Moloni Unipessoal, Lda. has the unique registration and tax identification number 513321527, is registered with the Lisbon Commercial Registry Office and has its headquarters at Av. José Malhoa, no. 2, Edifício Malhoa Plaza, Escritório 1.5, 1070-325 Lisboa. Furthermore, its purpose is the production of online software - in the operational areas of invoicing and commercial management. In this context, it presents Moloni ON, an invoicing and commercial management program certified by the Tax Authority with no. 3075, a name that is also a registered and commercially used trademark. We broadly identify the Customer as all users of the invoicing solution who undertake to have the capacity to represent the entities that hold the operations permitted by the application, with a special emphasis on the issuance of fiscal and reconciliation documents. These Terms of use may also be updated on an ongoing basis, with the most up-to-date version available on the Moloni ON website, under the Legal menu.

2 - Moloni ON is accessible through a set of interfaces that includes the Customer Area (CA), Point of Sale (POS) terminals, both usable in a web browser, mobile applications (Apps), or the application programming interface (API). Whatever the use made, the use of Moloni ON implies the acceptance of these Terms of Use. The user also undertakes that all data that identifies them and that they enter into the platform is true and complete, and it is their responsibility to update it whenever there is any change to the information previously provided, under the conditions permitted by the platform and/or according to defined procedures.

3 - The use of Moloni ON to carry out operations contrary to the legislation in force is prohibited. Thus, the Customer undertakes not to use the functionalities of the Moloni ON program through its online platform for the exercise of any illegal activity, under penalty of, if detected and confirmed by Moloni Unipessoal Lda., the immediate suspension of the Moloni ON account without any notice to the Customer and without them being entitled to any compensation, and of reporting to the supervisory authorities all the necessary elements for the investigation of any illicit matter.

4 - Purpose - The provision of Moloni ON as an online invoicing service in the SaaS (Software as a Service) model and for online use (in a dedicated machine park owned by the company), is made upon payment of the Starter Pack (a set of base add-ons without which it will not be possible to use Moloni ON) and the optional add-ons that are available and communicated at the time of subscription, symbolised by the processing of that same payment. The use of the service also implies that the user must have a terminal with sufficient technical characteristics and a data connection to the internet through which they can access the platform, via which Moloni will make the service available.

5 - The Service includes the provision of invoicing and commercial management software certified by the Tax Authority in its invoicing component, which is always updated with the latest legal/fiscal changes.

6 - The Customer assumes the responsibilities and costs inherent in complying with all fiscal and Tax Authority relationship obligations for its productive/commercial activity and for the way it uses Moloni ON to issue fiscally relevant documents and reconciliation documents.

7 - Trial Period - Moloni ON provides, free of charge, the initial **30 days of use of the Starter Pack and the add-ons that the user initially activates**, as a **trial period**. The management conditions for the various add-ons in use will be set out in the **Specific Subscription Conditions document**. The customer undertakes to use the trial period to verify the adaptability of Moloni ON to the specific requirements of their activities. Should any discrepancy be verified, the customer may not demand the respective alteration from Moloni ON, nor any compensation in this regard. However, Moloni may assess the capacity to implement the specific functionalities in question, according to a determined schedule. Moloni ON is provided "as is," that is, with the characteristics available at the time of subscription.

By default, the **trial period** includes the possibility of issuing documents of fiscal relevance immediately upon account activation. Should the user wish, they may request that the documents issued during this period be reversed, under the specific conditions provided for in the **Specific Subscription Conditions document**.

8 - General Subscription Terms - The user also has the possibility of associating various add-ons with the Starter Pack, depending on the functionalities they need to use. This association is made through a separate subscription process for each module, with a specification of the time period, cost, and term of the choices made.

9 - After the trial period, the Starter Pack and other subscribed add-ons are made available through advance payment via the payment channels and tools included in the platform. Other forms of payment may be considered upon request, to which additional costs may apply. The availability of the contracted add-ons ceases at the end of the subscribed period, not renewing automatically and requiring a new subscription to continue to be available/used. The

subscription prices for the **Starter Pack** and associated add-ons may be changed without prior notice to Customers. However, they are guaranteed until the end of the subscribed usage cycle, and the prices shown in the table at the time of purchase/activation of the service should be considered.

10 - Moloni ON has no minimum duration period, with payment made for periods of actual use of the service. The flexibility of the usage periods is total and applies not only to the introduction of new elements and data on the platform, such as creating Customers and products, but also to the consultation and extraction of information already produced, such as the extraction of lists or fiscal reporting and audit files. During periods of account inactivity, i.e., without payment, the Customer's data will be kept in accordance with the platform's **Data Retention Policy**.

11 - The use of the **Starter Pack** and the subscribed add-ons implies no refund of paid amounts, without prejudice to the exercise of the right of free resolution or "**to regret**," inherent in contracts entered into at a distance, which is valid for 14 days from the date of payment.

12 - The Customers' relationship with Moloni for the use of Moloni ON may be mediated by an Moloni ON Official Agent. In this case, price negotiations and payment methods may be handled between the Agent and Moloni, and between the Agent and the mediated Customer. If disputes are alleged in this relationship, Moloni reserves the right to suspend the Moloni ON accounts involved and keep them suspended until evidence supporting the allegations is produced and delivered.

13 - For the purposes and structure of the service, a direct correspondence is established between a Moloni ON account and a single tax identification number (NIF). This element of identification of the Moloni ON account is locked to the service provided after any type of use. The need to use a new NIF to represent a new entity requires the subscription of a new Moloni ON service.

14 - Responsibility and security - Access to Moloni ON is effected via the use of a set of credentials assigned to each user; there may be multiple users per Moloni ON account. It is mandatory that, should the user choose to authenticate via username and password, a second authentication factor be adopted as a means of preventing misuse of the Moloni ON account.

In the event of loss and the impossibility of recovering account credentials, a data recovery system requiring independent documentation and entailing associated costs shall be applied. Moloni shall under no circumstances be held liable for harmful actions arising from the misuse of credentials and reserves the right to suspend users in order to fully clarify the ownership of the credentials in use.

This responsibility extends to the uploading of data onto the invoicing platform; the user also assumes the risk of data loss resulting from potential communication difficulties originating

from the internet service connecting the terminal in use to the Moloni ON service. Regarding data correctly uploaded to the platform, Moloni ON maintains a backup and business continuity policy that provides for redundant and geographically remote backups.

16 - Intellectual Property - Moloni Unipessoal, Lda. reserves the intellectual property of Moloni ON, including in this reservation all data that is not the Customer's property in the application. These may include but are not limited to drawings and other visual elements, texts, programming code, etc. The user may only make their own individual or commercial use of these elements with Moloni's written authorisation.

Within the scope of the commercial relationship, the parties may disclose to each other mutual information that should be reasonably understood as proprietary, confidential, or competitively sensitive ("**Confidential Information**"). Moloni and the Customer will keep this information secret and will take sufficient technical and organisational measures to protect the other Party's information and to prevent third parties from using it, unless expressly authorised by the other Party to do so, if required by legal provisions and/or in collaboration with supervisory authorities. The following are not considered confidential information: information that the recipient can demonstrate was in their possession or knowledge before using Moloni ON; information that has become publicly available without the recipient's fault; information received by the recipient from a third party without a duty of confidentiality; or information that has been demonstrably developed independently by the recipient.

17 - Support - Moloni ON may have technical and commercial support provided directly by Moloni Unipessoal, Lda., or by one of the Moloni ON Official Agents. Moloni ON Official Agents have complete freedom to establish the terms of their relationship with their mediated Customers, and the Customer is always recognised as having the possibility of changing Agents or receiving support directly from Moloni upon a reasoned request. The platform user undertakes to have sufficient operational knowledge of the terminal used to operate Moloni ON and the support operations for the purposes. Moloni and the support operators may not have instant knowledge about all the terminals and techniques used, without prejudice to making all efforts to make Moloni ON functional in the most varied range of usage scenarios. The Moloni agency system also allows for the payment of subscriptions and for the service to be delivered in a deferred manner, through a single Agent who contacts the final Customer user of the platform. In addition to the agency regime, the assignment of subscriptions to third parties is also permitted, which requires a change of billing data, subject to a written notification to Moloni. Any questions related to the commercial policy of Agents should be clarified via the email address: dep.comercial@moloni.com.

18 - Marketplace - In addition to the platform's own add-ons, third-party products and services may be available for purchase on Moloni ON. These products and/or services will be ordered or purchased through the user's personal Moloni ON area, accessible via login and password. The costs and purchase units of these products will be specified. Moloni undertakes to present its

products and/or services clearly and to make efforts to ensure that the information is correct and accurate. Information relating to products, prices, content, images, videos, promotional campaigns, and services may be updated or changed by the Moloni marketplace at any time, without prior notice or individual notification to users. In cases where there is a link to third-party products and services for the issuance of products adapted to the purchaser (such as certificates), the acquisition of these products will only be effective after the corresponding payment. As these are personalised adaptations, there will be no refunds, in accordance with the applicable legislation. The incorporation of third-party products and services may imply that the responsibilities for user support are assumed by the respective producing entities.

19 - Privacy and Data Protection - Moloni will make all reasonable efforts, based on a logic of proportionality and cost-benefit, to ensure the privacy and security of the data correctly entered, by implementing and executing technical and organisational measures appropriate to the nature of the data processed and the purposes of the processing. The specifications relating to such measures are contained in the Data Protection Agreement, available simultaneously with these Terms of Use.

20 - Condition of Service Provision - Moloni may suspend the service to perform improvements or corrections on the platform. The Customer accepts that these interruptions are part of the continuous software improvement process and will not be entitled to any compensation for losses that may arise from these interruptions. Moloni will maintain the most detailed communication possible about these processes and implementation/recovery deadlines. The service may be suspended or terminated in various situations, including when a user tries to access data for which they do not have authorisation, when unauthorised searches for software and hardware vulnerabilities are detected, when there is deliberate interference with the operation of the hardware or software used in the service, or when phishing and spamming practices are found using the platform's tools.

21 - The Moloni ON user acknowledges that the export tools provided allow for the control and preservation of data for the legal period required for fiscal purposes. However, they also acknowledge that Moloni ON does not provide a fiscal archiving service, in accordance with the applicable legislation.

22 - Contract Termination - The contract is considered terminated, with a consequent cessation of service, when: 10 years have passed since the last registered access; there is a repeated breach of these Terms of use and other applicable documents; or there is an express request for termination made by the user. Upon termination, the responsibility for the preservation of documents and other information transmitted or generated during the term of the contract becomes the exclusive responsibility of the departing Customer.

23 - Limitation of Liability - The liability of Moloni Unipessoal, Lda. is limited exclusively to direct damages resulting from the use of the platform, and does not, under any circumstances,

cover indirect, incidental, consequential, punitive, or special losses or damages, including, by way of example but not limitation, loss of profits, revenues, business, data, savings, third-party claims, or losses related to business goodwill. In any circumstance, the total liability of Moloni Unipessoal, Lda., during the term of the subscription, may not exceed the value equivalent to the service fees paid in the twelve months immediately prior to the event that gave rise to the liability.

24 - Final considerations - Any dispute related to the interpretation of these Terms of use or the use of the platform must, in the first instance, be the subject of an attempt at resolution through amicable negotiations, in which the Customer is obliged to participate, including, if requested by Moloni Unipessoal, Lda., through face-to-face meetings or telephone contacts. In the absence of an agreement, the parties establish the courts of Lisbon as the exclusive jurisdiction to settle the dispute, where Moloni Unipessoal, Lda. has its headquarters. The parties also waive the right to file any claims arising from the contractual relationship if more than one year has passed since the date of its termination.