

## POST-PAID PERSONAL MOBILE SERVICE AGREEMENT

The following Parties of this Agreement are the Customer, qualified in the Adhesion Agreement of Personal Mobile Service, and DATORA MOBILE TELECOMUNICAÇÕES S/A, a legal entity governed by the private law, headquartered at Rua Iguatemi, 151, 29° andar, CEP 01451-010, Itaim Bibi - São Paulo/SP, enrolled with CNPJ/MF under no. 18.384.930/0001-51, hereinafter simply referred to as ARQIA. Both are jointly referred to as Parties.

### Clause One - Object and Definitions

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1.1. This Agreement has the purpose to provide Personal Mobile Service ("SMP-RRV") to the Customer, in the Post-Paid modality, in the Provision Area defined in the Authorization Agreement of the SMP-RRV Nos. 47/48/49-2011/PVCP/SPV - ANATEL, by Acts no. 4.275, 4.276 and 4.277, published in DOU on March 26, 2014 covering the Registration Area of the access code hired under the following terms and conditions set out the legislation in force.

1.2. For the perfect understanding and interpretation of this Agreement, the following definitions are applied:

a) Additional Call - AD: amount fixed charged by SMP Operator, for each call received or originated when the Customer is located outside their Mobility Area;

b) Mobility Area: geographic area defined in the Service Plan, whose limits may not be lower than those of a Registration Area guiding as a reference for collection of AD;

c) Registration Area - AR: continuous geographical area defined by ANATEL, where SMP is provided with the same geographic limit of a Pricing Area, where the mobile station of SMP is registered;

d) Provision Area: geographical area consisting of a set of Registration Areas delimited in the Authorization Agreement, in which ARQIA is authorized to operate the service;

e) Pricing Area - AT: geographically continuous and specific area formed by a set of municipalities gathered according to socio-economic criteria and contained in the same State used as a basis for definition of taxation systems;

f) Shaded Areas: part of a coverage area where the intensity of signal is significantly reduced, degrading or even making the communication impossible;

g) Subscription: monthly fixed amount payable by the Customer, for having at its disposal the SMP, in the conditions set out in the Service Plan by option to which is linked;

h) Terminal Activation: procedures which activate a Terminal associated with an Access Code to be operated;

i) Long-Distance Call: call intended to Access Code associated with an external geographical area to the Registration Area from where it is dialed;

j) Customer Service Center: service freely accessed by ARQIA, upon phone or electronic access to make communication easy for the Customer and ARQIA;

k) Access Code: set of numeric or alphanumeric characters established in Numerical Plan, which allows identifying the Client from a terminal of public use or service linked to it;

l) Operator Selection Code - OSC: identifies the STFC provider in the modalities of International and National Long Distance;

m) Displacement: amount charged by call received when the Customer is outside their Mobility Area;

n) Terminal: Telecommunication station of SMP which may operate when moving or parked, regularly activated in ARQIA and composed of a mobile terminal associated with a SIM CARD activated to ARQIA;

o) Activation: amount payable by CLIENT due to the activation of their Terminal;

p) Portability of the Access Code: easiness that makes possible to the User of telecommunication services to keep an Access Code appointed to it, regardless of service provider of telecommunications or Service Provision Area;

q) Personal Mobile Service by Virtual Network Mean (SMP-RRV): service of ground mobile telecommunication of collective interest, provided in private system enabling the communication between Mobile Stations and from Mobile Station to other Stations in accordance with relevant regulation;

r) Fixed Switched Telephone Service - STFC: service of telecommunication in which, by voice transmissions and other signals, it is intended to the communication among certain fixed points using telephony processes;

s) ARQIA CHIP: name assigned to the SIM CARD of ARQIA constituting a circuit plate in order to store the necessary data for authentication of CLIENT in the network of ARQIA and it may contain services such as application and personal agenda.

## CLAUSE TWO – ACTIVATION

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2.1. ARQIA or any company authorized by them will only activate Terminal which is certified by the National Telecommunications Agency - ANATEL and provided that it is technically compatible with those adopted by ARQIA.

2.1.2. ARQIA may cease to proceed with activation of the Terminal or suspend the service provision to the Customer, if it is linked to any deviation of technical standards of the Terminal set out by the National Telecommunications Agency - ANATEL, as if the Customer ceases to comply with its contractual obligations.

2.1.3. In the event of Terminal being activated without being provided by ARQIA, the Customer is fully and exclusively responsible for the origin and way of its acquisition.

2.2. The request for service and activation of the Terminal will be made in the presence of the Customer or their legal representative constituted by a power of attorney or any other mean that come to be offered by ARQIA, including but not limited to the Internet and according to specified conditions by ARQIA.

2.3. The assignment, transfer or termination, in any way, of this Agreement does not result in reimbursement or compensation of fees to the Customer concerning the Activation paid.

## CLAUSE THREE – TERMINAL

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3.1. ARQIA will appoint the access code of the Customer's Terminal, according to their Registration Area.

3.2. ARQIA may change the number appointed, communicating the fact together with new number, with an advance of ninety (90) days of its transaction, making available the interception, whenever requested by the Customer, of calls intended for the old Access Code and providing information on the new code within sixty (60) days.

3.2.1. The Customer has also the option of requesting the replacement of their Access Code, whose such requirement is subject to the technical feasibility and ARQIA has the right to charge this change.

3.2.2. In the case of changing the Access Code, the Customer may request the interception of old calls intended to the old code and provision of information on their new code within sixty (60) days, provided that exclusively required at the time of requirement for replacement of their Access Code.

3.3. In the event of misplacement, whether for theft, robbery, loss or any other reason which means the Client does not have the Terminal and / or ARQIA Chip anymore, it should notify the event to ARQIA through the Relationship Center or any other channel available in order to proceed with blockage of the Terminal and / or ARQIA Chip and their Access Code. However, it shall present to ARQIA within seventy-two (72) hours the proper police report or document which replace it under terms of relevant state legislation in order to confirm the blockage requested.

3.3.1 The Customer will be responsible for fees and charges which imply on the Terminal and / or ARQIA Chip misplaced, stolen or robbed up to the moment in which ARQIA is communicated.

3.4. Nonetheless the request of blockage mentioned in item 3.3, the Agreement will remain in full force.

#### CLAUSE FOUR - PLAN OF SERVICE

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4.1. The Customer is entitled to receive services, object of this Agreement, according to the basic plan of service, which may choose alternative plans of service being available by ARQIA under terms of legislation in force.

4.1.1. The Customer states to choose the plan of service described by the Adhesion Agreement of Personal Mobile Service or document equivalent which makes integral and inseparable part of this Agreement.

4.2. ARQIA may at its sole discretion define a stipulated term of stay up to 12 months by the own instrument when offering benefits to its CLIENTS.

4.2.1. In the case of waiving the benefits before the end of the stipulated term of stay, as provisions in item 4.2 above, the Client is subject to the application of penalties previously established.

4.3. The Client may, at their free option, link the basic plan of service or any other alternative plan of service offered at that time, being aware that such resulting will be payable as of the following date of effective adhesion and / or transfer of plan.

4.4. ARQIA reserves the right to suspend the term and / or cease offering at any time an alternative plan of service. In this case, it should previously notify such action to the Customers affected, being at their disposal enough information to support them in the option by another plan of service.

4.4.1. The option will be performed up to six (6) months after notice by ARQIA, under penalty of automatic link to the basic plan of service.

#### Clause Five - Additional Facilities, Services of Added Value and Supplementary Services

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5.1. The Customer may hire additional facilities, services of added value and / or supplementary services offered by ARQIA, upon payment of corresponding amounts when applicable.

#### Clause Six - Service Provision

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6.1. ARQIA will provide services regarding this Agreement inside its Provision Area, ensuring the Customer the quality standards defined by Public Power, provided that such Terminal presented by the Client is compatible with service made available by ARQIA in the Coverage Area where the Terminal is, upon periodic collection of services provided and other direct charges.

6.1.1. ARQIA has the option to charge the services provided within sixty (60) days of the effective provision of service.

6.1.2. ARQIA is not responsible for possible failures, delays or interruption in the provision of service caused by unforeseeable circumstances or force majeure, as well as limitations imposed by other operators of telecommunication services interconnected or linked to its network, by evidenced misuse of service by the Customer, at Customer's decision to activate the Terminal that does not have any configuration approved by ARQIA or any other cause not attributable to ARQIA.

6.2. The Customer is aware that such service may present reduction of signal coverage or transitory unavailability for technical reasons due to repairs, maintenance, replacement of equipment and similar issue related to telecommunication networks with its accuracy and conditioned time of response to technical, geographic and meteorological factors.

6.2.1. The intensity of signal may be significantly reduced by virtue of the presence of Shaded Areas corresponding to physical obstacles (mountains, buildings, etc.) and natural phenomena (storms, lightning, etc.).

6.3. The Customer shall keep the Terminal in accordance with technical specification certified by Public Power.

6.4. The Customer may request, upon the payment of the amount set out by ARQIA, the exchange of the Registration Area inside the Provision Area of ARQIA, since there are technical conditions to do so at ARQIA's criteria.

6.5. Upon Customer's request, ARQIA may make available the control of monthly use of services, according to conditions set out in document to be executed when requested.

6.6 The availability and coverage conditions of the Arqia service are available through the following link: <https://arqia.com.br/area-de-cobertura/>

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#### Clause Seven - Service Provision Outside the Registration Area (*ROAMING*)

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7.1. Since the plan of service is compatible, the Customer may receive the service provision, object of this Agreement, outside its Registration Area or Provision Area of ARQIA, by the network of other service providers which have a roaming agreement with ARQIA. In these cases, the Customer will be subject to technical and operational conditions of fees and prices established for the service, arising from origin or receiving of calls and will be launched in their account all the expenses related to the use of SMP, including the additional call and / or displacement as per Clause 7.2 of this Agreement.

7.2. The Client is aware that, in case of using the service in a border zone with bordering countries or in areas of interstate divisions or else limits of Registration Areas, the Terminal may pick up signals arising from base stations installed in other Registration Areas or belonged to another national and / or foreign providers. In these cases, the Client is responsible for the payment of origination fees of corresponding calls.

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#### Clause Eight - Long-Distance Calls

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8.1 For executing Long-Distance Calls, whether national or international, the Client shall select the STFC Provider chosen at every call originated by it.

8.2. The STFC Provider will be exclusively responsible for providing Long-Distance Calls (national or international), as well as the definition and collection of respective amounts.

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#### Clause Nine - Voluntary Suspension of Services

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9.1. The compliant Customer may request to ARQIA the suspension without burden of service provision at a single time every twelve (12) months within thirty (30) days and in the maximum of one hundred and twenty (120) days, remaining their Access Code and the possibility of restoration of the service provision in the same Terminal.

9.1.1. This voluntary suspension period will not count for the minimum stay hired between the Parties.

9.2. The Client may automatically request at any time the restoration of service provision. ARQIA may automatically restore the service, if the request for reactivation is not requested within one hundred and twenty (120) days counted from the requirement of suspension. After such period, the Client undertakes to make the regular payment of services contractually due, such as the monthly basic subscription fees, the price of facilities and additional services.

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#### Clause Ten - Price and Payment Method of Services

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10.1. Irrespective of the use, the Customer may pay for services offered by ARQIA, including but not limited to: (i) fees of monthly subscription; (ii) alternative plans; (iii) supplementary services of option by the Customer.

10.1.1. The prices described in the plans of services will be annually readjusted, at ARQIA's exclusive criteria, based on IGP\_DI or its suspension, nondisclosure or exclusion by any another index officially set out by the Federal Government, whose date reference of readjustment is set out by the Regulatory Agency - Anatel, regardless of the hiring date of service.

10.2. When the Client is located outside its Registration Area (in *roaming*), the national or international received Long-Distance Calls will be treated as being consisted of two different calls, namely:

l) the first call is originated in the calling user and destination in the Registration Area of the Client, being the calling user responsible for its payment;

II) the second call is originated in the Registration Area of the Client and destination in the place found, being responsible for paying this call;

10.2.1. If the Client requests the call forwarding to another Access Code, the same rules set out in item 10.2 will be applied, but in this assumption, the second call has originated in the Registration Area of Customer and destination in the Access Code to which the call was forwarded.

10.2.2. ARQIA will be responsible for forwarding the calls to the Customer when outside the Registration Area (in *Roaming*).

10.3. ARQIA may, at its exclusive and unique criteria, temporarily offer discounts and promotions in amounts or percentages deeming feasible without characterizing novation or change in the conditions originally hired or interpreted as a breach of legislation which protects the consumer's rights.

10.4. The fees, prices and other charges related to the services including taxes and federal, state and municipal incident contributions shall be described in the service account (invoice / receipt) as provided in the tax legislation in force, being forwarded via mailing to the address indicated by the Client and appearing in the registration of ARQIA.

10.4.1. The failure to receive the account up to its expiration date, whether for misplacement or any other reason, it is an argument for the lack of payment. The Customer must immediately contact ARQIA, in these assumptions, under penalty of applying penalties set out in the Clause Thirteen.

10.4.2. Any and all new taxes, contributions, fees and charges which come to be instituted at any time, as well as the increase of those in force may be automatically passed on the price of services.

10.4.3. The Customer agrees to receive invoices, statement of calls by electronic means, whose electronic address for sending such documents is described in the Adhesion Agreement. The Customer is responsible for notifying ARQIA, in case of changing the electronic address.

10.5. ARQIA may present, at Customer's consent, the statements and accounts of the service provision of two or more Terminals and / or ARQIA Chip in a unique document for collection, gathering their Access Codes.

10.6. The payments made with checks will only be considered paid after bank clearing.

10.7. ARQIA, at its exclusive criteria, may include in the monthly account the collection arising from service of third-parties, not taking any responsibility for the provision of these services and amounts launched in the said account.

10.7.1. Eventual objection of amounts for the service provision by third-parties shall be directly forwarded to ARQIA and / or the company which executed those services.

#### Clause Eleven - Detailed Report

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11.1. Within ninety (90) days counted from the issuance date of the service account, the Client may request to issue the detailed report of services billed, free of additional cost, in which ARQIA may make available such detailed report on the Internet or by any other electronic mean.

#### Clause Twelve - Objection of Amounts

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12.1. The Customer has the option to question the debts against them concerning the services provided upon objection directed to ARQIA.

12.1.1. In the event that the objection is addressed until the expiration date of the account, the collection of the objected installment will be suspended and the payment of the undisputed party will be made by means of a document issued by ARQIA, under penalty of being characterized under terms of provisions in the Clause Thirteen of this instrument.

12.1.2. After payment made into the account, the paid amounts may be objected within 90 days counted from the expiration date of the account contested.

12.1.3. The analysis of the installment contested, in accordance with item 12.1.1, will be made within thirty (30) days after the Customer's objection, according to the procedures applicable to the solution and the current regulation. If evidenced the invalidity of objection, the installment whose collection has been suspended becomes immediately demandable added to charges set out in item 13.1.

12.1.4. In the event of the objection set out in item 12.1.2. being considered valid, the disputed amounts will be returned up to thirty (30) days of said objection under terms of legislation and regulation in force.

12.2. In the event of recidivism of improper objections, ARQIA may debit from Customer the proceeding fees of assessment.

12.3. The undisputed account up to 90 days of its expiration and the installment promptly contested is considered payable, if there is a nature of net and certain debt becoming eligible as an extrajudicial executive title.

#### Clause Thirteen - Non-Compliance

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13.1. The Client is aware that the failure of payment for SMP-RRV account will imply in the following sanctions:

13.1.1. The fine for arrears in the percentage of 2% (two percent) applied on the total amount of the account on the following day of the expiration.

13.1.2. Monthly fine for arrears in the monthly percentage of 1% (one percent) daily counted from the first subsequent day after the expiration date applied to the total amount of the account of services.

13.1.3. The update of debts up to the date of effective payment, according to IGP-DI/FGV, or other index defined by the Public Power comes to replace it.

13.1.4. If evidenced the lack of payment in the account, the Client is subject to the following applicable sanctions in case of remaining in default:

I - partial suspension of services with blockage of calls originated and received importing in debt to the Customer, after fifteen (15) days of expiration of the service account;

II - total suspension of services after thirty (30) days of partial suspension, totally suspending the provision of service and disabling it to originate and receive calls;

III - permanent deactivation of services with the resulting termination of this Agreement after forty-five (45) days of the total suspension of services.

13.1.5. If the non-compliant Client makes a debit payment, the restoration of the service will happen within twenty-four (24) days counted from the knowledge of the effective debt discharge, being assured that after contractual termination, in case of reconnection (reactivation), the new fee due of Activation will be payable.

13.2. In case of non-payment of a unique account, ARQIA may suspend the service of all Terminals linked to this account.

13.3. The Customer is completely aware that, after the terms provided in items I, II and III of item 13.1.4. above, they may have their data included in the system registry for protection of credits and other registration of non-compliant entities, as well as they may be brought to protest with their debts collected by third-parties authorized by ARQIA, being also subject to other measures which aim at the effective receiving of payable amounts.

13.4. ARQIA does not assure the reactivation with the same Access Code for the Customer whose Agreement had been terminated.

13.5. The Customer is aware that, in case of hypothesis described in item 13.1.4, item III, the payment of all outstanding debts together with ARQIA is essential for a new SMP hiring in the post-paid modality, as well as the compliance with other legal and administrative proceedings regulating the adhesion to the service.

13.6. Without prejudice to the item 13.4 above, ARQIA may at its criteria offer the service provision upon plans of service in pre-paid modality, without prejudice to the requirement of existing debts.

13.7. The partial deactivation of the Terminal, arising from the failure to pay the Account of Telecommunication Service Provision up to the expiration date, does not exempt the Customer from paying the subscription amounts and / or monthly fees for alternative plans and services hired remaining payable up to the date of effective debt payment or termination of the Agreement.

13.8. Under any hypothesis, the termination, set out in the item 13.1.4, subparagraph II, does not damage the demandability of charges arising from this Agreement of SMP provision.

#### Clause Fourteen - Transfer of Ownership

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14.1. The Client has the option to transfer its ownership, in which the Assignor and / or Assignee is responsible for any prior obligations to the date of transfer, as per provisions in the Transfer of Ownership made available by ARQIA to formalize the said transfer.

14.2. The transfer of ownership for the provision of SMP may be made upon ARQIA's express consent. The Customer and the Assignee are responsible for formalizing the request for transfer. The service of this order will be conditioned to: (i) the compliance of Customer with all their contractual obligations; (ii) the service of conditions required to the transfer; (iii) to the payment by the Assignee of applicable fees.

14.3. The Assignee will be subject to normal procedures of activation and undertake to pay the fees, price and charges arising from the service provision, object of this Agreement.

14.4. In the event of Assignee serves as a ARQIA's Customer, it should also be updated with their contractual obligations so that the transfer is requested.

#### Clause Fifteen - Customer Relationship Center

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15.1. ARQIA will keep a Relationship Center with the Customer, which may be contacted by the numbers 55 (11) 3164-8226 // \*8181 // 10542 // 0800-8871599, and the electronic address [customer\\_relations@Arqiabrasil.com](mailto:customer_relations@Arqiabrasil.com)

15.2. The Anatel's address is SAUS Quadra 6, Blocos E e H, CEP 70.070-940, Brasília/DF and the electronic address is [www.anatel.gov.br/biblioteca](http://www.anatel.gov.br/biblioteca), where the customer may find an integral copy of regulation in force.

15.3. The telephone of Anatel Relationship Center is 1331. Service for hearing impaired, the number is 1332

#### Clause Sixteen - Term

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16.1. This Agreement shall remain in force indefinitely as of the signature date of the Adhesion Agreement, in accordance with eventual terms of stay hired, as per regulation in force.

#### Clause Sixteen - Termination

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17.1. The hypotheses of termination for this Agreement are the following:

- a) upon Customer's request, by any means offered by ARQIA, at any time, as per items 16.1 e 13.4;
- b) the non-compliance by Parties to perform legal, regulatory and contractual obligations set out in this instrument;
- c) by initiative of ARQIA, in face of evidenced non-compliance, by the Customer, with contractual, legal and / or regulatory obligations, with the collection of pending debts arising from this Agreement, including but not limited to:
  - I) the lack of payment of the monthly account of services after forty-five (45) days of total suspension of services;
  - II) improper or undue changes in the technical characteristics of the Terminal by the Customer;
  - III) unlawful and illicit use of Terminal, with the purpose to cause damage to third parties or ARQIA itself;
  - IV) Customer's denial to solve irregularities;

V) assignment or transfer of this Agreement without the compliance with provisions established in the Clause Fourteen, without prejudice to properly indemnify ARQIA.

d) nonbusiness bankruptcy, requirement of bankruptcy or reorganization to bankruptcy of any Parties;

e) termination, suspension or interruption of SMP provision by ARQIA, arising from withdrawal or suspension of authorization deferred by the Public Power.

17.1.1. Under any circumstances, the termination will not damage the demandability of charges arising from this Agreement.

#### Clause Eighteen - General Provisions

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18.1. The membership to this Agreement implies in the acceptance by the Customer of rules which regulate the provision of SMP-RRV, including their supervening changes.

18.2. The Customer must meet the terms of this Agreement, legal and regulatory rules in relation to the possession of services, including related to its safety and third-party safety, as well as support them so that assets and equipment used in the service provision remain in good conditions.

18.3. The Customer will be responsible for the update of its address and other registration data, in which ARQIA is exempt from any responsibility arising from this obligation.

18.4. The lack or delay by either Party, in the exercise of any right, will not imply in waiver or novation, nor affect the exercise of such right.

18.5. In case of contractual termination, the Client is aware that will be asked to pay products and services which may come to be subsequently assessed up to the termination date, but linked to this Agreement.

18.6. ARQIA and Customer, as well as its successors and assigns, submit themselves to the conditions of this Agreement and be linked to them so that they produce legal and judicial effects.

18.7. It is hereby agreed between the Parties that ARQIA may make available services and facilities that gather new technologies or allow the SMP update, whose Customer may at any time request the cancellation of such services.

18.8. It is expressly prohibited to trade, distribute, assign, lease, sublease or share services available by ARQIA.

#### Clause Nineteen - Jurisdiction

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19.1. The Parties mutually elect the Central Jurisdiction of the Capital in the State where this hiring was carried out, waiving any other jurisdiction no matter how privileged it may be.

This agreement is registered and microfilmed under no. 1.358.373 at the 8<sup>th</sup> Registry Office of Titles and Documents of São Paulo.