



Terms and Conditions

Introduction

These terms and conditions (hereinafter, "Terms and Conditions"), including the Privacy Policy ("Privacy Policy") and Cookie Policy ("Cookie Policy"), and any other applicable document, all of them referred to as "Agreements" are intended to regulate and describe the contractual conditions that will bind the client and/or its representatives (hereinafter, the "Users" or the "User"), and Virtual Soft S.A, RUT: 216409340013 , Colonia 810, Montevideo, Uruguay (hereinafter, "Virtual Seller" and together with the Users the "Parties"). These terms and conditions set the basis for the User to use the website through the following domains <https://virtualseller.com> and/or the mobile application available for IOS and Android that may arise (hereinafter the "Application" and together with the Website, the "Site").

Virtual Seller offers through the Site the "Virtualseller mercado analytics" product that allows Users to access daily statistics and/or data related to purchases and sales made through Mercado Libre S.R.L.'s platform and/or its controlled, controlling and/or related companies (hereinafter, the "Service"). Through the Site, Users may access the analysis of data arising from Mercado Libre S.R.L. and/or its controlled, controlling and/or related companies (hereinafter, "Mercado Libre") platform, which may include, but not be limited to, market analysis, competitor analysis, growth trends of categories and products with the highest number of sales, with the purpose of providing Users with a quantitative and qualitative analysis of the data, in order to improve the efficiency of their commercial operations.

See Section 10 (No Liability) and Section 11.3 (Third-Party Data Dependency).

It is important for Users to understand that the words defined in these Terms and Conditions should be interpreted according to the context in which they are used, encompassing both genders and may be presented in both plural and singular.

1. Acceptance of Terms and Conditions

Please read these terms and conditions carefully before using the Site. By clicking the "accept" checkbox or button and/or using the Site, you irrevocably agree to be bound by these Terms and Conditions. If you do not agree to any part or all of these Terms and Conditions, do not use the Site. Your access to and use of certain sections or aspects of the Sites, or your ability to access and/or use certain Services, may require you to agree to additional terms and conditions, which will supplement these Terms and Conditions. If you are accepting these Terms and Conditions on behalf of a company or other legal entity, you represent and warrant that you are duly authorized to do so. If you are a minor who will be using the Site, you must have the express permission of your parent and/or guardian before accessing the Service.

2. Territory

2.1. This Site shall be available in any country of the world and shall include information on the following countries: Argentina, Brazil, Chile, Colombia, México, Peru and Uruguay.

3. Privacy Policy and Cookies Policy

The Privacy Policy describes how Virtual Seller treats your personal data. The Cookie Policy provides clear and accessible information about the cookies Virtual Seller uses, the role they play in helping us provide you with the best possible experience and the choices you have regarding your cookie settings. Cookies may be set by us or by third party vendors whose services we aggregate on our Site. By clicking the checkbox or the "accept" button and/or using the Site, you irrevocably agree to be bound by Virtual Seller's Privacy Policy and the Cookie Policy.

4. Intellectual property and other proprietary rights

4.1. The texts, designs, images, databases, programs, algorithms, software code, videos, audios, contents, logos, structure, trademarks and other elements of the Site are protected by the laws and international treaties on intellectual and industrial property.

4.2. The User acknowledges and agrees that all intellectual and industrial property rights related to the contents and any other element incorporated in the Site (including, among others, trademarks, logos, trade names, text, images, graphics, designs, sounds, databases, software, flowcharts, presentation, audio and video) are owned by Virtual Seller. You acknowledge and agree that you do not acquire any ownership rights by accessing or using the Site.

4.3. Virtual Seller grants the User the authorization to use, view, print, download and store exclusively for his personal and private use the contents and/or elements inserted in the site. The User agrees to refrain from performing acts such as decompilation, reverse engineering, modification, resale, commercialization, disclosure or supply of the same. Except as expressly set forth in this Terms and Conditions, you may not use, modify, create works, copy, distribute, reproduce, transmit, display, trade or otherwise exploit any material found on the Site without our express written consent and, if applicable, the permission of the copyright owner. Any other use or exploitation of the contents and/or other elements inserted in the Site, not expressly provided for herein, shall be subject to prior authorization by Virtual Seller.

5. Registration

5.1. In order to access the Site, the User must use a username and password, which will be provided once the User registers by following the instructions on the home page, as detailed in the following clause (the "Account"). The User must have internet connectivity in order to use the Site. It shall be mandatory for the User to have a Mercado Libre user account, including the acceptance of the terms and conditions of Mercado Libre.

5.2. In order to access the Site, the User shall complete an entry form, where he/she shall provide at least the following data:

- First name
- Last name
- Address
- Telephone
- Mailing address
- Identification document number
- Company name
- Mercado Libre account - if applicable

5.3. Once the User has completed the form and accepts these Terms and Conditions, he/she may access the Site. In case of being a Mercado Libre user, the User accepts that Virtual Seller obtains the data entered in its Mercado Libre account in order to validate the information necessary for the use of the Site. In order for the User to be able to use the Site and view as many sections as possible, he/she must be considered a Professional Seller. For such purposes, Virtual Seller considers that a User has such condition when he/she has made ten (10) or more sales in the last three (3) months, in a specific Level 1 category and its subcategories, for a total amount higher than USD 300 or its equivalent in other currencies. Otherwise, he/she will be considered a Non Professional Seller. Additionally, it is established that in order to activate the display of each Mercado Libre Level 1 category and its subcategories (the "L1 Categories"), the User must: Have a registered account in Mercado Libre, and have met the minimum sales criteria detailed above (10 sales for a total of USD 300 in the last 3 months), specifically in such L1 Category and its subcategories. Customers who have not met the Minimum Sales in the L1 Categories and its subcategories, but who are registered in the Website as a result of a specific invitation issued by MERCADO LIBRE, shall not be subject to the restriction of the minimum sales per L1 Category and its subcategories. "L1 Categories" refers to the first level of categories in the product tree of Mercado Libre's Website. The User agrees that Virtual Seller may analyze the information contained in its account registered in Mercado Libre to verify compliance with these requirements. Notwithstanding the foregoing, the User understands that his/her Mercado Libre account will be independent from his/her Virtual Seller account, and may therefore select his/her own username and password. Virtual Seller may, at its sole discretion and at any time, reject and/or cancel any User Account.

5.4. The professional seller may display an additional category to the ones he/she has already enabled, in case he/she has made 10 sales or more for a value of USD 300 or more in a period of 3 months (hereinafter, "Wildcard Category").

5.5. The User who has a Mercado Libre account and is considered a professional seller will be able to use the Site to view a single category free of charge for a period of seven (7) calendar days (the "Trial Period"), which may be extended for an additional 7 days at Virtual Seller's sole discretion. If the User decides to continue using the Site and/or Service, the User must pay Virtual Seller for the Product selected in accordance with the details of clause seven and create a Mercado Libre account.

5.6. The User may receive free training about the Site and/or the Service in the form of tutorials that will be available within the Site for the Users who have access to the Site. Notwithstanding the foregoing, all Users will have the opportunity to request to participate in a training about the Site and/or the service (hereinafter, the "Training"). In the event that the User chooses to take the

Training, Virtual Seller will send an e-mail with information about the date, time and place of the Training. Notwithstanding registration, the User is not obligated to use the service after the Training is completed. The price of the Training will be informed to the Users prior to the Training.

5.7. The User shall be solely responsible for his/her account and agrees not to disclose his/her account password to third parties. Any use of the Site through the User's account will be considered by Virtual Seller as having been made by the User, without the User having the possibility of refuting it. See Sections 8(a)–(d) and 12 (Assignment) of these Terms and Conditions.

5.8. Virtual Seller will provide the User with online support through the email soporte@virtualseller.com or additional channels if defined in its service plan.

5.9. Whoever aspires to become a User must ensure that the information provided to Virtual Seller is precise, accurate and truthful (hereinafter, the "Personal Data"). Virtual Seller reserves the right to request additional proof and/or data to verify the Personal Data, and has the right to temporarily or permanently suspend any User whose data cannot be confirmed. Virtual Seller assumes no responsibility for the accuracy of the data entered during account registration. The User guarantees and is responsible, in any case, for the truthfulness, accuracy, validity and authenticity of his Personal Data, which will be integrated into a database for which Virtual Seller is responsible. For more information, please refer to the Privacy Policy.

5.10. If the User wishes to cancel the Account and/or the Services, the User must submit a cancellation request by sending an email to **soporte@virtualseller.com** with the subject line "**Unsubscribe User**" and completing the applicable unsubscribe form, in order to initiate the cancellation process. A Virtual Seller representative may contact the User to provide guidance regarding such process. Once the cancellation request has been processed by Virtual Seller, the cancellation shall become effective at the end of the then-current subscription period (whether monthly, annual, bi-annual, or otherwise), regardless of any interim or installment payment arrangements. The User shall remain obligated to make any applicable interim payments and shall retain access to the Account and/or the Services until the last day of the applicable subscription period, as paid for or contractually agreed in the relevant Service Order. Virtual Seller reserves the right to suspend the Services prior to such date if the User fails to make any interim payments when due.

6. Use of the Site

6.1. The Service is intended exclusively for those Users who have registered in accordance with the provisions of clause 5.

6.2. Virtual Seller will give the User the possibility to choose between three different Modules, which can be used individually or simultaneously, according to the User's needs:

- Market Module: This module focuses on providing the User with tools to understand the size of the market in terms of product sales, both in number of units and amount in local currency of each country. It includes rankings of the most sold products and sellers, as well as the characteristics of the offer in terms of shipping, financing and discounts, allowing the User to

identify business opportunities in all Mercado Libre categories. It offers information on the most searched words, and trends of growth or decline of categories.

- Pricing Module: This module gives the User pricing information allowing them to understand how their competitors are positioning prices, the structure of the offering by product catalogued and their price positioning versus the competition.
- Competition Module: This module has been designed to enable the User to monitor and analyze the competitors it identifies as relevant and understand their business strategies.

The Market, Competition and Pricing modules together will be referred to as the "Modules".

Virtual Seller reserves the right to add, modify and/or delete products and/or functionalities linked to the Modules. In the event of any of these actions, Virtual Seller will notify the User by means of the contact provided during registration, informing the User of such situation. The User's continued use of the Site and/or Service after receiving notification of new additions, modifications and/or deletions of Modules and/or product functionalities will be considered as acceptance of the same.

6.4. For the sole purpose of providing Users with information about the Modules and an optimal experience on the platform, Virtual Seller will use both public and private information. The public information of Mercado Libre's users will be obtained through Mercado Libre's API, and other forms of provision of information provided by Mercado Libre, including data such as web pages visited, IP addresses, searches performed, publications, purchases, sales, ratings, messages in forums, among others (referred to as "Public Information"). By accepting our Privacy Policy and Confidentiality of Information, you are also accepting the general terms and conditions of use of Mercado Libre available at https://www.mercadolibre.com.ar/ayuda/terminos-y- condiciones-de-uso_991, which include their policy of use of confidential and commercial information and you are consenting to the use of the Public Information by Virtual Seller. See Section 9.2.

6.5. The private information will be provided directly by the User to Virtual Seller, or implicitly when linking his Mercado Libre account with his Virtual Seller Account, including data such as sales, prices, products sold, payment methods used, information processing methods, analysis methodologies, buyers' contact information, among others, from the User's Mercado Libre account (referred to as "Private Information"). By accepting these Terms and Conditions, including our Privacy Policy and Confidentiality of Information, the User consents to the use of Private Information by Virtual Seller. We want to assure the User that we will exclusively use the Private Information to improve the User's experience and the use of the platform. At Virtual Seller, we will not market or provide such Private Information to other Users or to other third parties. However, we may use the Private Information provided by the User to improve the overall functionalities and experience of the Service for all users of the Platform. In any case, we will share the Private Information of all users only in a general way, without disclosing the identities of individual users.

6.6. The User acknowledges and agrees that certain information made available through the Services (such as, without limitation, information related to sales in the marketplace), originates from and belongs to Mercado Libre, and that any such information is and shall remain

the exclusive property of Mercado Libre. Furthermore, the User acknowledges and agrees that certain other information made available through the Services (such as, without limitation, information generated through the processing, aggregation or analysis of information of Mercado Libre or the User's Public or Private Information), originates from and belongs to Virtual Seller, and that any such information is and shall remain the exclusive property of Virtual Seller. Nothing in these Terms and Conditions shall be construed as granting the User any ownership rights, license, or other proprietary interest in such information of either Mercado Libre or Virtual Seller.

6.7. The User further acknowledges and agrees that any data, content, or information accessed by the User through Virtual Seller's application that originates from Mercado Libre or from Virtual Seller, including information obtained by Virtual Seller through interfaces with Mercado Libre, constitutes confidential and proprietary information of Mercado Libre or Virtual Seller, as applicable. Such information may be used by the User solely as expressly authorized by Virtual Seller and strictly for the purpose of using the Services in accordance with these Terms and Conditions.

The User undertakes to keep such information strictly confidential, not to disclose it to any third party, and not to use it for any purpose other than the use of the Services in compliance with applicable laws, these Terms and Conditions, and Mercado Libre's terms and policies, as applicable.

The User acknowledges that any unauthorized use or disclosure of such information may give rise to liability toward Mercado Libre and/or Virtual Seller. To the extent permitted by applicable law, the User agrees to indemnify and hold Virtual Seller harmless from any damages, losses, or claims arising from such breach, in accordance with Section 10 of these Terms and Conditions.

7. Price and Payment

7.1. Virtual Seller will provide the User, through the Site and as long as the User is logged in, a price list that will establish the amounts that the User must pay according to the Service and/or Module selected. The User will be able to find the price for each Module within the User's Account. Virtual Seller reserves the right to change, modify, add or delete the amounts mentioned from time to time, at its discretion. It should be noted that such modifications will not apply to those Users who have paid annually or monthly in advance and are still within the Service provision year. Updates to the tariff will be notified by publishing the new version on the Site and communicated through the means of contact that the User has enabled and declared, as appropriate. The cost of the Service and/or Product will vary depending on the number of modules selected. Virtual Seller reserves the right to carry out promotions and/or discounts for any of the Services offered. In the case of the Enterprise version, this Service will have a unique price assigned to each Customer and will be quoted on a case-by-case basis. In this regard, it is necessary to sign a specific order form or order form indicating the price for the contract, and prices for this specific section will not be available on the site.

7.2. Payment for each of the Modules must be made on Virtual Seller's Site through the payment platform, which may be, but is not limited to, PayPal, owned by PayPal Pte. Ltd., or through Mercado Pago, owned by Mercado Libre or any other platforms that may be used in the future

(hereinafter the "Payment Processors"). Virtual Seller will decide at its sole discretion which Payment Processor will be available in the area where the User is located. In addition, the User will have the possibility to pay by automatic debit by credit card or bank transfer, whereby the User must complete an authorization form. The User will be able to choose the Payment Processor he/she wishes among those available in his area, to use to make the corresponding payments related to the Site. Some of the payment options may not be available in the country in which the User operates. The User understands that prior to making payments through the Payment Processors he/she must accept the Terms and Conditions and all conditions of use of such Payment Processors. The amount corresponding to the Product selected by the User will be paid through the Payment Processors in advance of the use of the Services (the "Payment"). The Payment made by Users shall be non-refundable, and in the event of an error in the Payment or User's Payment, such Payment shall represent a credit to User.

7.3 The User agrees that payment for the Services shall be made in advance on a monthly, quarterly, semi-annual and/or annual basis. The applicable amount must be credited to Virtual Seller's account prior to the commencement of the use of the Services. From time to time, Virtual Seller may notify the User of the upcoming payment due date. In the event that the User is unable to pay by automatic debit through MercadoPago, Paypal and/or credit card, after receipt of the notification of the payment date, the User will have the opportunity to make the payment within seven (7) business days from the payment date (referred to as the "Payment Term"). If the User fails to make the payment within the Payment Deadline mentioned above, Virtual Seller may proceed to suspend and, where applicable, to permanently terminate the User's Account. In the event that the User's account is cancelled by Virtual Seller and the User wishes to restore it, the User must communicate his/her intention by sending an email to soporte@virtualseller.com with the subject "Restore Account". Virtual Seller will contact the User to manage the restoration of the account, provided that any payment in arrears is regularized. However, Virtual Seller reserves the right, at its sole discretion, not to restore the User's account.

7.4. The holder of the credit and/or debit card is responsible for the data provided at the time of the request and/or reservation of the selected Product and is the only party obliged to pay the issuer of the same. Any dispute of any charges shall be conducted directly with the bank issuing the credit card in accordance with the provisions of local regulations.

7.5. Taxes. If any withholding or deduction for taxes is required to be made by the User of the Services under the laws of the country from which the payments are made, the User shall gross up such payments so that, after such withholding or deduction, the amount actually received by Virtual Seller equals the amount that the User must pay according to the Service and/or Module selected. All payments must be made to Virtual Seller in full (without deduction of any kind), and any applicable taxes or deductions shall be borne by the User without limitation.

8. Proper and lawful use of the Site

Virtual Seller may deny or restrict the use of the Site to any User at its sole and absolute discretion. The User agrees to make proper and lawful use of the Site in accordance with

applicable law, these Terms and Conditions, generally accepted morality and decency, and public order. By using the Site or the Service, the User agrees that:

- a) Will only use the Service for your own use and will not have the authority to resell your Account to any third party.
- b) Will not authorize any third party to use your Account.
- c) Will not assign or transfer your Account to any third party, including affiliates, subsidiaries, controlled or controlling companies.
- d) Will not use an Account of any other person.
- e) May not use, or solicit the use of, the Services for any unlawful or illegal purpose, or in any manner that violates these Terms and Conditions, is contrary to good faith or public policy, or infringes upon the rights or interests of third parties.
- f) Will keep your Account password and any identification provided to enable you to access the Site securely and confidentially.
- g) Will not use the Site with an incompatible or unauthorized device.
- h) Will not introduce or disseminate computer viruses or any other physical or logical systems that may cause damage to the Site.

The User shall not access non-public areas of the Site, manipulate systems or data without authorization, interfere with the operation of the Services, breach security or authentication measures, or engage in any activity that compromises the integrity, availability or security of the Site or Services, as further detailed in the prohibitions listed below.

In addition, you may not attempt to modify, reverse engineer, disassemble, decompile, reduce or otherwise attempt to reduce the source code or content used by Virtual Seller to provide the Services. You may not use the Services for any fraudulent or unlawful purpose, and you may not take any action, use any device, software or routine to disable, interfere with or attempt to circumvent the features of the Site, the security of the Site or the use of the Site by any other User. While using the Services or the Site, you agree to comply with all applicable laws, statutes, orders, regulations, rules and other rules. We expect your use of the Site and Services to respect the rights and dignity of others. By way of example, and without limitation, you may not (and agree that you will not) do any of the following:

- Post, upload, share, transmit, communicate, communicate, message, distribute, facilitate distribution or make available through the Sites any unlawful, abusive, harmful, harassing, defamatory, libelous, obscene, vulgar, pornographic, profane, hateful, threatening, tortuous or otherwise objectionable language, comments, images, audio, video or material of any kind, nor are you permitted to post any material, data or information owned by third parties that is subject to intellectual property or other rights (collectively, "Prohibited Communications").
- Reproduce, duplicate, or create a derivative work or copy any portion of the Site.
- Sell or resell any portion of your use of or access to the Site without Virtual Seller's prior written consent.
- Impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity, or express or imply that we endorse any statement you make, or use the Site or Services to send altered, misleading or false source identification information (e.g., send emails purporting to be from Virtual Seller).
- Post or transmit messages or engage in activities through the Services that may breach

antitrust or competition defense legislation, tend to restrain trade, or encourage or facilitate agreement on prices, discounts, terms or conditions of sale; in the allocation of markets or territories; or in the selection, rejection or termination of business relationships or suppliers.

- Remove, obscure or cover any copyright, trademark or other proprietary rights notices appearing on the Site.
- Access, manipulate, or use any Site content, user accounts, data, or information that is not intended for the User, nor access any non-public areas of the Site. Any attempt to do so—including attempting to access any computer system, server, or network to which the User is not authorized, whether belonging to the Site or to any Third-Party Sites—is strictly prohibited..
- Probe, scan or test the vulnerability of any Site, associated system or network, as well as breach security or authentication measures, or attempt to do any of the foregoing.
- Interfere with, disrupt or create an undue burden on any Site or Service, other Users, visitors, hosts or networks, or attempting to do any of the foregoing. This includes introducing or transmitting viruses, overloading, flooding, spamming, mail bombing or crashing our Site or Services.
- Violate or attempt to violate security features that prevent or restrict the use or copying of any content, including by using any manual or automated software, devices, scripts, bots, crawlers, spiders, data miners, scraping or other automated access tools.
- Forge, misuse or attack any Internet protocol designed to facilitate communication or file sharing between multiple computers or devices over networks.

The User shall apply physical and technological security measures at least equivalent to those used to protect its own confidential information, and in no case below industry standards, to prevent alteration, loss, unauthorized access or misuse of the information received.

The User shall be responsible for the actions of its employees, agents or contractors regarding the use of the Site, the Services or any proprietary information.

The User accepts that Virtual Seller may conduct audits to verify authorized use of the Site, the Service, or any Public or Private Information. The User undertakes to cooperate in good faith with such audits, including granting access to the application and enabling test User accounts within no more than five (5) business days of being requested.

9. Termination of Service / Third-Party Platforms

9.1. Virtual Seller reserves the right to suspend or discontinue, in whole or in part, the Service at any time and without justification or prior notice. Such discontinuation shall not generate any liability for Virtual Seller or any right to claim by the User. In the event that there are payments made for Services not provided due to the unilateral discontinuation by Virtual Seller, the possibility of refunds will be evaluated according to the conditions in force at the time of interruption.

9.2. The User acknowledges and agrees that the Services rely, in whole or in part, on data, functionalities, infrastructure, policies, technical features, and access conditions made available by third-party platforms and service providers, including, without limitation, Mercado Libre (the "Third-Party Platforms"). Any modification, restriction, suspension, interruption, limitation, or change implemented by a Third-Party Platform to its terms of use, policies, data-sharing

practices, access conditions, technical functionalities, or availability, which affects the scope, accuracy, performance, or availability of the Services, shall not constitute a breach of these Terms and Conditions by Virtual Seller and shall not entitle the User to claim damages or refunds, without prejudice to the User's right to cancel the Service in accordance with Section 5.10. Virtual Seller shall not be responsible for any limitations, impacts, inaccuracies, or interruptions resulting from such third-party actions, provided that Virtual Seller continues to act in good faith and makes commercially reasonable efforts to adapt the Services where feasible.

9.3. Force Majeure. Virtual Seller shall not be liable for the non-performance of its obligations when such non-performance is due to situations beyond its reasonable control, including, but not limited to: force majeure; flood, fire, earthquake or explosion; war, invasion, hostilities (whether war be declared or not), terrorism, piracy or threats, attacks or acts of computer or other civil disturbances; any changes of legislation, statutes, ordinances, rules, regulations, judgments, injunctions, orders and decrees; or the action of any Nation or Government, State or other political subdivision thereof, any entity exercising legislative, regulatory, judicial or administrative functions of or relating to government, including, without limitation, any governmental authority, agency, department, board, commission or council. In such cases, Virtual Seller shall notify the User of the force majeure situation within a reasonable period of time and the affected obligations shall be suspended while such situation persists.

10. Nature of the Service and User Responsibility

10.1. The User acknowledges and agrees that the Services constitute a tool for monitoring and analyzing market information, including information derived from Third-Party Platforms, and that any commercial, strategic, or operational decisions adopted on the basis of such information are made under the User's sole responsibility. Virtual Seller provides access to the Site and the Services solely as an informational and analytical resource and does not intervene in, control, or participate in the transactions, pricing decisions, commercial strategies, or business relationships of the User. The User represents and warrants that it will use the Services in strict compliance with all applicable laws and regulations. Virtual Seller shall not be liable for any improper use of the Services or for any legal, commercial, or financial consequences arising from decisions independently adopted by the User or by third parties.

10.2. Under no circumstances shall Virtual Seller be liable for any damages or losses that may arise from (i) the unavailability or inaccessibility of the Site; (ii) the interruption in the operation of the Site or computer failures, telephone malfunctions, disconnections, delays or blockages caused by deficiencies or overloads in telephone lines, data centers, the Internet system or other electronic systems occurring in the course of its operation; and (iii) any other damages that may be caused by third parties through unauthorized intrusions beyond the control of Virtual Seller.

10.3. In no event shall Virtual Seller be liable for lost profits or any other damage and/or losses that the User may suffer due to the use of the Services or the Site.

10.4. Virtual Seller recommends acting with prudence and common sense when using the Services. In the event that one or more Users or any third party initiates any claim or legal action against a User, all parties involved in such claim or action release Virtual Seller and its directors,

officers, employees, agents, agents, operators, representatives and attorneys-in-fact from any and all liability.

10.5. **Indemnification.** The User shall indemnify, defend, and hold harmless Virtual Seller, its directors, officers, employees, agents, representatives, and affiliates from and against any and all claims, demands, actions, proceedings, damages, losses, penalties, fines, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- (a) the User's use of the Site or the Services in violation of these Terms and Conditions or of applicable laws and regulations, including any misuse of the Services contrary to the informational nature described in Section 10.1;
- (b) any commercial, strategic, or operational decisions independently adopted by the User based on information obtained through the Services;
- (c) the User's breach of any obligations related to Third-Party Platforms or Third-Party Services, including the terms, policies, or access conditions of Mercado Libre or any other third-party provider, as referenced in Section 9.2;
- (d) any unauthorized access to, misuse of, or interference with the Site, the Services, or any Third-Party Services attributable to the User or to the User's employees, contractors, or agents, including conduct described in Section 11.1; and
- (e) any claim by a Third-Party Platform or other third party arising from the User's acts or omissions in connection with the use of the Services.

This indemnity obligation shall survive termination or expiration of these Terms and Conditions.

11. Third-Party Services, External Risks and Limitation of Liability

11.1. Virtual Seller provides the Services through, and in reliance upon, Third-Party Platforms and other third-party service providers, infrastructure, networks, data sources, and technologies (collectively, the "Third-Party Services"). Virtual Seller does not own, control, operate, or endorse any Third-Party Services and makes no representations or warranties regarding their availability, functionality, accuracy, security, legality, or content.

Access to or use of any Third-Party Services, whether directly or indirectly through the Site or as required for the provision of the Services, is at the User's sole risk. Third-Party Services may be subject to their own terms, policies, technical standards, and legal or regulatory requirements, which may differ from those applicable to Virtual Seller.

To the maximum extent permitted by applicable law, Virtual Seller shall not be liable for any damages, losses, interruptions, inaccuracies, data unavailability, service degradation, security incidents, cyberattacks, malware, spyware, phishing, spoofing, unauthorized access, or other adverse effects arising from or related to the use of, reliance on, or inability to access any Third-Party Services, whether occurring directly or indirectly.

The inclusion of links to third-party websites or applications does not imply any partnership, affiliation, approval, or endorsement by Virtual Seller. If the User chooses to access any Third-Party Services, it does so at its own discretion and risk. If the User doubts the authenticity of any communication purporting to originate from Virtual Seller or from a Third-Party Service, the User should refrain from interacting with such communication and promptly notify Virtual Seller through the official channels provided.

For the avoidance of doubt, any modification, suspension, restriction, or termination of Third-Party Services shall not constitute a breach of these Terms and Conditions by Virtual Seller.

11.2. Access to the Services may be partially or wholly limited during conditions of high demand, volatility or increased volume. As a result, there may be certain limitations on access to the Profiles and/or the Site, which may include the impossibility of viewing the Site correctly in its entirety and/or accessing some sections or the delay in updating some sections of the Site, which may also result in delays on the part of Virtual Seller in providing attention and support to the User.

11.3. Limitation of Liability. Without prejudice to any other provisions of these Terms and Conditions, and to the maximum extent permitted by applicable law, Virtual Seller's total and aggregate liability to the User for any and all claims, damages, losses, costs or expenses, whether arising in contract, tort, statute or otherwise, arising out of or in connection with these Terms and Conditions, the Site or the Services, shall in all cases be limited to an amount equal to the total fees actually paid by the User to Virtual Seller during the twelve (12) months immediately preceding the event giving rise to the claim.

This limitation of liability shall not apply in cases where the damage has been caused by Virtual Seller's willful misconduct or gross negligence, in which event Virtual Seller's liability shall be unlimited, to the extent permitted by applicable law.

The Parties acknowledge that this clause constitutes an essential element of the agreed allocation of risks and that the fees agreed reflect such allocation.

12. Assignment

12.1. These Terms and Conditions, the legal relationship and the resulting rights and obligations, as well as any rights arising from the Account, may not be assigned, sold or transferred, for any reason and under any title to any other person.

12.2. In the event that Virtual Seller is part of an acquisition, merger, spin-off, transformation or sale with a third party outside or belonging to the same group, Virtual Seller reserves the right, in any of these circumstances, to transfer or assign these Terms and Conditions and the legal relationship that binds the User to Virtual Seller, as well as the User's information in full compliance with the applicable data protection regulations.

13. Trademark Use Authorization

The User expressly authorizes the Virtual Seller to use its name, logo, and trademarks, as well as any other brand identifiers, as a User reference on Virtual Seller's website, social media channels, marketing materials, and commercial presentations, in any medium now known or hereafter developed, for the sole purpose of identifying the User as a customer of Virtual Seller.

14. Channels of attention and communication available. Means of notification

All notifications and communications to be made by Virtual Seller to the User shall be considered valid and received when made through the Site or by e-mail to the addresses provided by Virtual Seller. The User may communicate with Virtual Seller in the event of a query, complaint or claim by e-mail at soporte@virtualseller.com.

15. Jurisdiction and Applicable Law

These Terms and Conditions are governed by the laws of the Oriental Republic of Uruguay. Any dispute shall be submitted to the jurisdiction of the Courts of Montevideo.

16. Modifications

The User accepts and acknowledges that Virtual Seller may modify these Terms and Conditions, at any time, and without prior notice, so that the updated version of the same shall be deemed known and accepted by the Users. See Section 1 (Acceptance of Terms). All modifications to the Terms and Conditions shall be considered tacitly accepted, in the absence of disagreement duly informed to Virtual Seller within ten (10) working days of publication of the modification. In case of disagreement by the User, Virtual Seller will proceed to close the User's account.

17. Feedback Clause

Any ideas, comments, suggestions, recommendations or other information you provide about the websites, services or content (including forums or social networking pages) will be considered public and non-confidential. By providing feedback, you grant Virtual Seller the unrestricted, non-exclusive, royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual right and license to use, improve, publish, modify, market, adapt, transmit, distribute, display, make derivative works and use the feedback for any purpose, without credit or compensation to you.

18. Language

In the event of any inconsistency, discrepancy or conflict between the Spanish-language version and any version in another language, the Spanish-language version shall prevail and govern.