

This document is an integral and complementary part of the Claro Flex Pass Telecommunications Service Provision Agreement (“Agreement”) entered into between CLARO S.A., a company headquartered at Rua Henri Dunant, nº 780, Towers A and B, Santo Amaro, São Paulo/SP, ZIP Code 04709-110, registered with the CNPJ/MF under nº 40.432.544/0001-47, hereinafter referred to as “CLARO”, and the individual identified who subscribes to it, hereinafter referred to as “USER”. It establishes the rights and obligations of the parties involved, as well as the rules applicable to the contracted services.

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1. CLARO FLEX PASS

1.1 Claro Flex Pass is a Personal Mobile Service (SMP)¹ offer provided by CLARO to the USER for voice and data services, with contracting and customer service exclusively digital, via the application (“CLARO FLEX APP”) available on the Play Store (Android) or Apple Store (iOS), and with a combined payment method, as per the Terms and Conditions of the Offer.

2. CONTRACTING METHOD

2.1 The service is contracted through the electronic acceptance of the Agreement by the USER, including in cases of offer changes or any contractual modifications.

2.2 CLARO may charge an activation fee, the amount of which will be specified in the Terms and Conditions of the Offer.

2.3 The USER is responsible for the accuracy of the information provided, in accordance with the law, including for credit analysis. The USER is also responsible for keeping their registration and contact information up to date.

3. REQUIRED EQUIPMENT

3.1 The service requires the USER to use a Mobile Station compatible with CLARO’s Personal Mobile Service network SMP, certified or accepted by Anatel, to which a virtual chip (“eSIM”) will be associated, and the Access Code will be activated by CLARO in the USER’s name.

3.2 The Mobile Station used to activate the service must be owned by the USER, whether purchased from CLARO or not. The USER is fully responsible for the origin, safekeeping, maintenance, and use of the equipment, including in cases of loss, theft, or robbery. CLARO may require proof of ownership and tax compliance of the equipment to proceed with service activation.

3.3 The USER is solely responsible for verifying the compatibility of the Mobile Station and the chip (physical or virtual) with the chosen activation technology. Both must be compatible for proper service operation. Any incompatibility between offers and third-party device and applications functionalities are not CLARO’s responsibility, and no reimbursement or compensation will be due to the USER’s decision to use such devices.

3.4 The USER acknowledges that certain devices, equipment, or applications may include internet browsing privacy features, and choosing to use such features may affect the use of promotional browsing offers—whether those that do not deduct from the data allowance or those that apply discounts to specific data packages—among other offers that may be launched related to internet browsing benefits. Accordingly, the USER understands and agrees that by enabling the internet browsing privacy feature on such devices, equipment, and/or applications, internet usage (even when using applications covered by the Offers in this document) may be deducted from the main

¹ Personal Mobile Service (SMP) is a telecommunications service of collective interest, provided under a private regime, which enables communication between Mobile Stations (stations that can operate while in motion or when stationary in an unspecified location, such as cell phones, tablets, modems, etc.) and from Mobile Stations to other stations, in accordance with regulations (including, for example, fixed stations that operate at specified fixed points, such as landline phones and others), within the same Personal Mobile Service Registration Area or with access to telecommunications networks of collective interest.

data allowance and may affect the performance and usability of some applications due to system incompatibility, in addition to the possibility of incurring additional charges.

3.5 Except for CLARO's joint liability, the USER acknowledges and agrees that, in the event of a defect or malfunction in the Mobile Station purchased, including from a CLARO store, they must contact the manufacturer's technical support, whose contact information is provided in the product manual. Any maintenance costs outside the warranty² period will be charged directly by the manufacturer.

3.6 A defect in the USER's Mobile Station does not suspend the services. The USER remains responsible for payment and must obtain another device to continue regular use.

3.7 Under no circumstances shall CLARO be held responsible for equipment purchased from third parties and used to activate the services. Nor does CLARO assume any responsibility related to contractual and/or extended warranties granted by the manufacturer or offered by insurers and third-party companies. The USER acknowledges and agrees that, to resolve issues related to such additional services, they must contact the manufacturer and/or the company with which the contract was formalized.

3.8 In case of loss, theft, or robbery of the Mobile Station, the USER may notify CLARO, providing the corresponding IMEI and following the required procedures and CLARO may block the device.

4. ACTIVATION, NUMBERING, AND PORTABILITY

4.1 The service will be available within 24 (twenty-four) hours from chip activation, which involves steps provided to the USER at the time of contracting via the CLARO FLEX APP. This includes receiving the Access Code (phone number)³, registration instructions, document submission, and possibly biometric verification.

4.2 Numbering resources are governed by the General Numbering Regulation and other applicable rules and procedures.

4.3 A permanent change in the Registration Area (geographic area used for service provision and billing) by the USER may result in a change to the Access Code due to technical reasons and may require a new contract, depending on the offers available in the new area. This does not constitute a breach of contract.

² The legal warranty is 90 (ninety) days from the date the equipment is collected from the CLARO Store. To exercise this warranty, the USER must contact the manufacturer's technical support. The use of the warranty is subject to restrictions outlined in the product's warranty terms and applicable legislation. Any contractual extension of this warranty is the sole responsibility of the respective manufacturer.

³ For eSIM activation, the Access Code will be made available directly in the CLARO FLEX APP. The Access Code is a set of numeric or alphanumeric characters, defined in the Numbering Plan, that allows user identification (such as their phone line). This code, whether resulting from portability or not, may be changed: (i) by CLARO, for justified reasons, with prior notice of 90 (ninety) days and (ii) by the USER, if technically feasible, and CLARO may charge a fee for the change.

4.4 Portability ⁴applies to (i) the USER's Access Code when switching providers within the same Registration Area; and (ii) the USER's Access Code when changing offers within the same provider.

4.5 The USER has the right to ask for the cancelation of the portability, during the Portability Process, request within 2 business days of submission by contacting the Receiving Provider.

4.6 Once completed, portability results in the termination of the USER's contractual relationship with the Donor Provider (the provider from which the Access Code is ported) and the establishment of a new contractual relationship with the Recipient Provider (the provider to which the Access Code is ported).

4.7 The Access Code associated with the service is not intended for use as a second factor of authentication ("2FA") for security purposes when accessing digital services and third-party applications, such as financial or credit operations, emails, social media, etc. Specific 2FA methods designed for this purpose must be used. CLARO shall under no circumstances be held responsible for unauthorized access to passwords or security breaches related to the use of the mobile line in third-party applications or for receiving security information such as passwords and other credentials.

5. PRICE AND PAYMENT METHOD

5.1 The Claro Flex Pass requires the USER to make payment prior to using the services. The due date corresponds to the date of contracting, in accordance with the conditions set forth in the Terms and Conditions of the Offer.

5.2 CLARO will make the respective invoice available in the CLARO FLEX APP within 24 hours of the payment date.

5.3 The price and billing method for long-distance services, if applicable, are the sole responsibility of the long-distance operator selected by the USER.

5.4 Any taxes or legal charges created, modified, or abolished that directly affect the object of this Agreement and related documents, occurring after the signing date, will result in adjustments to the Agreement, either increasing or decreasing the amounts, in accordance with applicable legislation.

5.5 The electronic availability of billing documents and detailed reports does not incur charges to the USER.

5.6 The USER is solely responsible for keeping their information up to date and verifying the authenticity of emails received from CLARO, following the security guidelines against fraud available at <https://www.claro.com.br/seguranca>, and The USER may verify the corresponding data through the app and is solely responsible for any incorrect or fraudulent payments made to third parties.

⁴ Portability is the network feature that allows the USER to keep the Access Code assigned to them, regardless of the telecommunications service provider or the service provision area. It may be requested by the USER in accordance with current regulations.

6. CONSEQUENCES OF OFFER EXPIRATION

6.1 Upon expiration of the Offer period, the USER will be subject to immediate suspension of the Personal Mobile Service, within the renewal window mentioned in Clause Ten and only the following will be guaranteed:

- a) the possibility to make calls and send text messages to emergency public services as defined by regulation;
- b) the possibility to receive calls and text messages, provided they do not incur charges;
- c) maintenance of the Access Code, in accordance with regulations;
- d) access to CLARO's customer service.

6.2 Regardless of the Offer's expiration date, after 90 (ninety) calendar days from the initial contracting date, CLARO will terminate the Agreement with prior notification.

7. DISPUTE

7.1 The USER may dispute charges, in whole or in part, via the CLARO FLEX APP (or by calling 1052 if the app is unavailable), within a maximum period of 3 (three) years from the date of the charge considered undue.

7.1.1 CLARO shall respond to inquiries within a maximum period of 30 (thirty) calendar days from the date of receipt of the dispute. If the dispute is deemed valid, CLARO shall refund the disputed and paid amounts, in accordance with applicable regulations, preferably by means of credits, unless the USER requests an alternative method provided for under Anatel regulations at the time of the dispute.

7.1.2 If CLARO fails to respond within the dispute period, the dispute will be considered valid, and CLARO will proceed with the procedures outlined in clause 7.1.1.

8. USE LIMITED TO CLARO NETWORK IN BRAZIL

8.1 The services offered by CLARO are exclusively for use on the CLARO network, within Brazilian territory only. National roaming may suffer usage limitations. International roaming is not available.

9. IRREGULAR OR ILLEGAL USE OF THE SERVICE

9.1 The services contracted are intended exclusively for the USER, under the criteria and limitations established in this document and within legal boundaries. Irregular or illegal use may result in penalties provided in the Agreement and applicable legislation.

9.2 CLARO adopts the necessary technical and administrative measures available to prevent and stop fraud related to service provision and telecommunications network usage, as well as to reverse or mitigate the effects of such occurrences.

9.3 Without prejudice against other cases provided in the Agreement or current legislation, the following practices by the USER are considered irregular or illegal use:

- I. failure to comply with obligations set forth in the Agreement;
- II. any fraud or use inconsistent with the nature and purpose of the contracted service or applicable legislation, or unauthorized reproduction of CLARO's signal, in whole or in part, for free or for payment, unless expressly authorized in writing by CLARO;

III. the practice of resale, transfer, rental, or any other form of usage/intermediation of numbering resources or call generation capacity by the contracting user to a third party who will use the service in their own name, which also constitutes a regulatory irregularity subject to penalties;

IV. the generation of traffic or mass calls, defined as those made in volumes exceeding human capacity for handling and communication; without the intent of effective communication; in violation of the rules governing the use of numbering resources as designated in the numbering plan, assigned to the telecommunications service provider and allocated to the end USER; or that unduly hinder the identification of the caller;

V. spam, commercial, religious, political, or any other use not aligned with personal use under the contracted offer;

VI. practices that alter traffic routing and prevent proper service billing.

9.4 In case of irregular or illegal use, CLARO may, at its sole discretion: (i) block, in whole or in part, the services and offers resulting from such use, with penalties possibly applying to the involved Access Codes or all of them or (ii) permanently terminate the Agreement.

9.5 The USER further acknowledges that the behaviors described in the preceding items—without prejudice to other practices not listed in the Agreement that compromise the proper provision of services—may constitute civil and criminal offenses, subject to reporting to the competent law enforcement authorities and to subsequent civil and criminal proceedings.

9.6 In any case of irregular or illegal use, should CLARO decide to terminate the Agreement, it may charge for usage outside the scope of the offer or the conditions described for service provision, based on the individual rates per minute, SMS, or MB used, as specified in the Terms and Conditions of the Offer. It may also claim compensation for any losses and damages caused by the USER's improper conduct, without prejudice to the penalties provided under applicable civil and criminal law, at CLARO's discretion.

9.7 Once misuse and/or fraud is identified, CLARO may deny reactivation, activation of new services, and/or the execution of new contracts for an indefinite period. In such cases, only the option to subscribe to the current Prepaid offer, without any promotional benefits, will remain available to individual users.

9.8 The USER also acknowledges that engaging in telecommunications activities without proper authorization from Anatel constitutes a crime under Article 183 of Law 9.472/97.

9.9 Without prejudice to the aforementioned provisions, and for the avoidance of doubt, CLARO may also refrain from proceeding with activation or may suspend the provision of services to the USER, while maintaining all other contractual obligations between the parties, in the following situations:

I. If any deviation from the equipment standards and technical specifications established by Anatel is detected;

II. If the USER fails to meet contractual obligations;

III. If the USER presents equipment not certified or accepted by Anatel;

IV. If the USER presents equipment incompatible with the technological standards adopted by the provider.

10. TERM OF VALIDITY

10.1 The Agreement will remain in effect for the period specified in the Offer. The USER may request renewals up to a maximum of 90 (ninety) days from the date of initial electronic acceptance. After this period, the Agreement will be automatically terminated.

11. TERMINATION CASES

11.1 The Agreement may be terminated at any time, without any right to reimbursement of fees already paid, in the following cases:

- a) By the USER, through a request in the CLARO FLEX APP (or by calling 1052 if the app is unavailable);
- b) By CLARO, upon confirmation of the USER's breach of legal, regulatory, or contractual obligations under this document;
- c) Due to acts committed by the USER against the physical or moral integrity of CLARO employees or third-party service providers, including threats, hate speech, sexual harassment, racism, xenophobia, LGBTQIA+phobia, and other behaviors considered crimes under current legislation. This prohibition extends to any form of discrimination or violence;
- d) In the event of death or legal incapacitation of the USER (individual);
- e) If CLARO's authorization to provide the contracted services is revoked;
- f) Upon the USER's request for portability to another provider.

12. DATA PROTECTION AND PRIVACY POLICY

12.1 CLARO uses technical security solutions and measures aligned with international standards and industry best practices to ensure data protection against accidental or unlawful loss, alteration, disclosure, or unauthorized access. The USER may consult specific security guidelines at (<https://www.claro.com.br/seguranca>).

12.1.1 The USER declares and understands that the security of their data also depends on the adoption of appropriate measures by the USER themselves to safeguard their information, including, but not limited to, compliance with the guidelines referred to in clause 12.1.

12.2 The USER is aware and agrees that CLARO may process their personal data in accordance with the Privacy Policy available on the CLARO Privacy Portal (<https://www.claro.com.br/privacidade/politica-de-privacidade>), which forms an integral part of the Agreement and which the USER declares to have read

12.2.1 The USER acknowledges that CLARO's Privacy Policy is the primary regulation regarding personal data processing and prevails over the terms of the Agreement.

12.2.2 The USER also acknowledges that CLARO may periodically update its Privacy Policy, and such modifications will become part of the Agreement upon publication on CLARO's website.

12.2.3 Without prejudice against the provisions of the clauses above, aiming for greater transparency regarding the processing of personal data, CLARO informs that, among other things:

I. may collect, use, and store data related to the USER, including: registration data; online activity; service usage; banking and card information; location; browser and device data; call and telephony records related to the phone number; internet data usage; recharge and promotion balances; consumption profile and relationship with CLARO, all in accordance with the purposes stated in the Privacy Policy;

II. It may record calls made by its Customer Service department, aiming to monitor the quality of services provided through this channel and to comply with court orders or requests from public authorities in the criminal sphere, in response to ongoing criminal investigations;

III. It may process the USER's biometric data, as well as copies (photographs) of their documents, in its stores and self-service terminals to prevent fraud;

IV. It may collect image data from its physical stores, which may include recordings of the USER's images, for security purposes and to assess areas with higher customer traffic in order to manage the number of attendants, service time, and the most suitable layout for offering products and services;

V. It may collect necessary information to personalize USER preferences and offer products and services that may be of interest; and

VI. CLARO may use data related to consumption profile, relationship with CLARO, and USER geolocation for the development of products and services—by itself or through partners—which may be aimed, among other purposes, at fraud prevention and/or credit protection.

12.3 In accordance with the Brazilian Internet Civil Rights Framework, requests for connection or application access records will only be fulfilled upon court order.

12.4 CLARO informs that it does not process USERS' personal data regarding racial or ethnic origin, religious beliefs, political opinions, union membership or affiliation with religious, philosophical, or political organizations, or data related to their health or sexual life.

12.5 CLARO will only process personal data of underage USERS, or underage dependents who may be in its databases, in their best interest.

12.6 When, under the Brazilian General Data Protection Law (“LGPD”), processing must be based on the USER’s consent, CLARO will collect such consent, either on its own behalf or on behalf of interested third parties, separately from other contractual clauses.

12.6.1 In the case of USERS who are children, consent will be obtained through the father, mother, or legal guardians, as required by the LGPD.

12.7 CLARO will process USERS' personal data for the duration of the contracted telecommunications service and will retain the data in its records after the end of the service provision to comply with legal requirements, as well as for potential data provision to public authorities and to protect CLARO’s interests, including in legal proceedings. The retention period may vary depending on the type of data and the purpose of processing, but it will be up to ten (10) years.

12.8 CLARO uses cookies to improve browsing experience and for advertisements for its services. The list of cookies is available in the Cookie Policy on the Privacy Portal (<https://www.claro.com.br/privacidade/politica-de-cookies>).

12.9 In this agreement, CLARO acts as the Data Controller and, in order to carry out its activities—including fulfilling its contractual obligations and pursuing other legitimate interests—may share the USER's personal data with certain third parties, such as companies providing: call center services; technical support; commercial content packages sold through sales channels for content activation and subscription; credit and collection services, credit solutions and/or fraud prevention; recharge platforms and applications; as well as authorized agents; telesales partners; insurance companies for mobile device coverage and third parties for billing of insurance premiums; business partners; and data processing partners for data collected through CLARO's applications, in accordance with its Privacy Policy.

12.10 CLARO shares USER data with public authorities such as Anatel and also with administrative authorities such as Civil Police, Federal Police, Military Police, and Legislative Police, in compliance with legal obligations. In other cases, data will be shared only by court order.

12.11 The USER may exercise their rights under the Brazilian General Data Protection Law (LGPD) through access to CLARO's Privacy Portal, available at <https://www.claro.com.br/privacidade/direitos-de-privacidade>, to: confirm data processing; access their data; correct incomplete, inaccurate, or outdated data; request anonymization, blocking, or deletion of unnecessary, excessive, or unlawfully processed data; request data portability; request deletion of data processed based on consent; obtain information about data sharing with public and private entities; be informed about the option not to provide consent and its consequences; revoke consent; object to processing; and request explanation and review of automated decisions.

12.12 The USER's rights may not be fully granted depending on legal or regulatory constraints. CLARO's response will include all relevant information.

12.13 For questions about data protection under the Agreement, CLARO provides Privacy Portal (<https://www.claro.com.br/privacidade>), customer service channels, and the email dpo@claroatendimento.com.br.

13. DISCLAIMER OF LIABILITY

13.1 The USER is solely responsible for maintaining updated security software (e.g., access control, firewall, antivirus) on their devices. The USER acknowledges that internet connection exposes devices to malicious users and software, and it is their full responsibility to protect against such risks.

13.2 All content and software used through the services, as well as trademarks, technologies, and names, are owned by third parties and protected against unauthorized use under applicable law. Any violation will be investigated and, if the USER is found responsible, legal measures will be taken and the contract will be terminated.

13.3 CLARO is not responsible for content accessed, transactions, costs, contracts, downloads, or any other actions performed by the USER on the internet via the services. This includes unauthorized access to data, passwords, and information, or apps downloaded by the USER.

13.4 CLARO is not responsible for third-party actions or conduct related to the service, including incorrect guidance or fraud. CLARO is also not liable for force majeure or unforeseen events affecting service provision.

13.5 CLARO shall not be liable for any material or moral damages, loss of profits, loss of goodwill, loss of information, or other intangible losses. Nor shall it be liable for the costs of acquiring goods, services, information, or data obtained through the service or transactions established by it, as all such losses result from the use of the services or actions taken by the USER themselves.

14. CUSTOMER SERVICE CHANNELS

14.1 CLARO provides a remote customer service channel via the CLARO FLEX APP through chat, to handle interactions related to the contracted services and USER requests. If the app is unavailable, contact may be made through the Customer Service Center at 1052.

14.2 CLARO commits to responding within a maximum of 10 (ten) calendar days from receipt of the USER's request, for (i) technical repairs that cannot be resolved immediately; (ii) address changes or service provision, when applicable; (iii) other requests that, due to their nature, require additional time for execution, always in accordance with current regulations.

15. REGISTRATION, AMENDMENTS, AND JURISDICTION

15.1 CLARO may restrict access to service features upon the USER's request, subject to technical feasibility and the contracted offer.

15.2 Assignment or transfer of the Agreement by CLARO does not entitle the USER to reimbursement of any fees paid or any other form of compensation.

15.3 With the purpose to maintain network stability, security, integrity, and functionality, and to ensure service quality, CLARO may adopt network management practices in accordance with best practices and current legislation.

15.4 The Agreement may be amended at the request of the Granting Authority or due to changes in laws, decrees, or regulations that affect service provision. It may also be amended by CLARO, in compliance with applicable consumer protection laws and regulations.

15.5 The conditions set forth in the Terms and Conditions of the Offer prevail over any conflicting provisions in this document.

15.6 This document is available for consultation at <https://www.claro.com.br/institucional/regulatorio>, as well as in CLARO stores, and may be consulted or printed by the USER at any time.

15.7 The court of the USER's domicile is elected as the competent jurisdiction to resolve any disputes regarding the interpretation or execution of the Agreement, without prejudice to the USER choosing another competent court as provided by current legislation.