

TERMS AND CONDITIONS OF SERVICE

Last updated: 10/22/2026

These Terms and Conditions of Service ("Terms") constitute a contract entered into between Pipefy, Inc., a foreign company duly incorporated under the laws of Delaware, with its business address at 548 Market St, PMB 96462, San Francisco, California, United States of America (hereinafter referred to as "PIPEFY"), and you (the "CLIENT"). When referred to collectively, they are known as the "Parties."

These Terms govern the conditions for PROFESSIONAL SERVICES provided by PIPEFY ("Services") in connection with the acquisition of the Pipefy Solution. The Client accepts and agrees to these Terms by (i) clicking a box indicating acceptance, (ii) executing a Purchase Order referencing these Terms, or (iii) using the Pipefy Services, even on a free or trial basis.

BY ACCEPTING THESE TERMS, THE CLIENT REPRESENTS AND WARRANTS THAT IT HAS FULL AUTHORITY TO ENTER INTO THIS AGREEMENT AND TO BIND THE LEGAL ENTITY OR ORGANIZATION IT REPRESENTS, OBLIGATING IT TO COMPLY WITH THESE TERMS. IF YOU DO NOT AGREE OR DO NOT HAVE THE AUTHORITY TO BIND THE COMPANY OR ENTITY, DO NOT ACCEPT THESE TERMS OR ACCESS/USE THE PIPEFY SOLUTION OR ITS WEBSITES..

Definitions

- "Pipefy" refers to Pipefy Inc., a foreign company duly incorporated and formed under the laws of Delaware, and the sole holder and owner of the intellectual property of the Solution.
- "Intellectual Property" means all trade secrets, patents and patent applications, trademarks (whether registered or unregistered, including any goodwill associated with such marks), service marks, trade names, copyrights, patents, and other intellectual property rights governed by national and international laws.
- "Pipefy Solution" means the software-as-a-service technology, proprietary intellectual property reserved, licensed, and owned exclusively by PIPEFY, available for acquisition on Pipefy's website, subject to the Terms and Conditions of the Solution.
- "SoW" means "Statement of Work," a formal document that describes in detail the scope, objectives, deliverables, and requirements of the contracted services, serving as the basis for project execution and monitoring.
- "Pipefy Personnel" refers to employees of Pipefy who are responsible for providing remote support to the Client during the implementation of the Services.
- "Partner" refers to a certified Partner of PIPEFY, duly authorized to market and provide Services. Partners are not part of Pipefy Personnel and do not have the authority to act, bind, or commit PIPEFY.
- "Pipefy Solution Terms and Conditions" refers to the terms and conditions that govern the use of the Pipefy Solution, as available at: <https://www.pipefy.com/terms-and-conditions/>, which is incorporated into these Terms by reference.
- "Invoice" means the document issued by PIPEFY through which the Services are invoiced to the CLIENT and accepted as a fiscal document.

“Purchase Order” means the document specifying the purchased Service. Where applicable, the signed Purchase Order between the Parties will form an integral part of this agreement and will include any addenda and attachments issued by PIPEFY for exceptional cases negotiated between the Parties.

- “Force Majeure” means the occurrence of an event or circumstance that prevents or impedes the Client or Pipefy from fulfilling one or more of its obligations under these Terms, if and to the extent that the affected party demonstrates: [a] that the impediment is beyond its reasonable control; [b] that it could not have been reasonably foreseen; and [c] that the effects of the impediment could not have been reasonably avoided or overcome by the affected party.
- “Process” is defined as the workflow of the CLIENT’s operations, which, through the construction of a continuous sequence of operations that present a certain unity or are repeated regularly, will be managed using the Pipefy Solution.

1. SERVICES

1.1. PIPEFY will provide the CLIENT with active licenses for the Pipefy Solution and Professional Services (“Services”), such as the implementation of Pipefy Solutions, specialized and/or dedicated support hours, proof of concept, among others, as outlined in these Terms, the Purchase Order, and/or the Statement of Work (SoW) agreed between the Parties, provided that the CLIENT fulfills its obligations as set forth in Section 2.

1.2. PIPEFY will determine at its discretion the professional(s) (“Pipefy Personnel”) who will perform the Services. If the CLIENT requests a change in Pipefy Personnel, the CLIENT must provide reasonable written justification for the request. PIPEFY will make commercially reasonable efforts to replace the assigned Pipefy Personnel with alternative Pipefy Personnel.

1.3. The Services will be provided remotely, Monday through Friday, during business hours from 9:00 AM to 6:00 PM, in the time zone of Pipefy Personnel. Furthermore, they will be provided for a fixed period, as formalized in the Purchase Order and/or the SoW agreed between the Parties.

1.3.1. If the CLIENT fails to fulfill its agreed obligations between the Parties, it will be subject to the penalties set forth in clause 2.2.1.

1.3.2. In exceptional situations, and provided prior written agreement between the Parties, the Services, or part of the Services, may be provided in person. In such cases, the CLIENT must reimburse PIPEFY for all reasonably incurred expenses within 30 (thirty) days of presenting the expense documentation. 1.4. Any changes to the scope and schedule of the Services, after the SoW has been signed between the CLIENT and PIPEFY, will be treated as additional engagements, subject to the acceptance of a Change Request and the consequent Purchase Order, as well as a new schedule for the performance or revision of the services.

1.4. The Client acknowledges that the estimated hours for the Professional Services are an initial forecast and may not be sufficient, with the possibility of needing additional hours depending on the complexity of the project.

1.4.1. If it is determined that the CLIENT’s demand exceeds the contracted monthly hour package, the CLIENT will be notified of the excess hours in order to formalize payment for additional packages. The charge will be invoiced in the month following the determination of excess hours, and services may be suspended until payment is made.

2. OBLIGATIONS OF THE PARTIES

2.1. The CLIENT shall provide reasonable and timely cooperation in connection with the provision of Services by PIPEFY. PIPEFY will not be responsible for any delays caused by the CLIENT's failure to provide PIPEFY with the necessary information, materials, consents, or access to the CLIENT's facilities, networks, or systems required for PIPEFY to perform the Services.

2.1.1 If PIPEFY notifies the CLIENT of such a failure and the CLIENT does not remedy the failure within 5 business days, then PIPEFY may choose to:

(i) Suspend the Services until the issue is resolved; and/or

(ii) Terminate any incomplete Services, in which case the CLIENT will remain liable for any amounts due, as outlined in clause 3.1.

2.2. The CLIENT is responsible for obtaining any necessary consents and notices to allow the use and receipt of the Services.

2.2.1 The CLIENT is responsible for designating an individual, hereinafter referred to as the Project Leader, who will be authorized to approve the deliverables of the Services and will serve as the main point of contact between PIPEFY and the CLIENT in relation to the provision of the Services.

2.3. The CLIENT will use the Services in accordance with these Terms and the SoW , with the Terms and Conditions of the Pipefy Solution applied subsidiarily.

2.4 The CLIENT must keep their contact information updated with PIPEFY. All notices, permissions, and approvals relevant to the obligations and responsibilities arising from these Terms must be in writing and will be considered delivered on the first business day after being sent by email to the address provided by the CLIENT. 2.5 PIPEFY will be responsible for Pipefy Personnel and must meet the technical and quality standards defined in these Terms and the SoW.

3. FEES AND PAYMENT

3.1. The CLIENT shall pay all amounts specified in the Purchase Order ("Fees"). The reduction of Services outlined in the Purchase Order during the contracted term is prohibited.

3.1.1. The CLIENT understands and agrees that the fees will be charged based on the number of hours or service package specified in the Purchase Order, regardless of actual usage.

3.1.2. The CLIENT understands and agrees that the number of hours or the appropriate package for the provision of Services is determined by PIPEFY based on the documentation and processes provided by the CLIENT up to the purchase date (the "Scope"). If the CLIENT chooses to purchase a package or number of hours lower than recommended by PIPEFY, or if, during the term of these Terms, the CLIENT changes the Scope, and it is determined that the purchased package or hours are insufficient for the proper provision of Services, PIPEFY may indicate the need to purchase additional hours or services through a Change Request. If the parties do not agree on this adjustment, PIPEFY may, for justified reasons, terminate the provision of services.

3.1.3. Changes in scope, insufficient information provided by the CLIENT, unforeseen events that substantially alter the CLIENT's requirements, legislative or regulatory changes, or force majeure events may impact the fees for Professional Services or the timeline set forth in these Terms. In such cases, the parties will work

in good faith to negotiate and formalize the necessary changes through a Change Request, in accordance with the Change Control Process defined herein. PIPEFY will not be obligated to perform any additional or modified services without the parties reaching a formal agreement on the terms of the Change Request.

3.2. Billing to the CLIENT will be made through an Invoice issued by PIPEFY and/or third parties contracted for payment processing, for the amounts corresponding to the Services to be paid according to the payment method selected by the CLIENT in the Purchase Order.

3.2.1. The amounts specified in the Purchase Order will be described in U.S. dollars. Charges for credit card fees, banking fees, currency exchange fees, taxes, duties, charges, contributions, levies, obligations, or government fees of any kind are not included in the charges.

3.2.2. In order for the billing of the Services to be processed, the CLIENT must provide accurate, truthful, valid, and up-to-date information to PIPEFY.

3.3. Payment Delay. In the event of non-payment by the agreed-upon due date, without prejudice to the legal and judicial measures available due to the CLIENT's default, PIPEFY reserves the right to immediately suspend the Services until the overdue obligation is regularized. In this case, the CLIENT will be subject to a revision of the timeline by PIPEFY, based on the internal availability of Pipefy Personnel.3.3.1. After 30 calendar days from the due date, PIPEFY may engage third-party companies to collect the overdue amount. The CLIENT shall reimburse PIPEFY for all reasonable expenses (including legal fees) incurred by PIPEFY in the collection of overdue payments, except when such payments are due to billing inaccuracies by PIPEFY.

3.4. In the exercise of its self-management and in consideration of free enterprise and competition, PIPEFY may, at any time, revise the pricing schedule for the provision of Services. Any price changes will be communicated to the CLIENT in writing in advance and will not affect Services already acquired at the time of the change, taking effect only upon renewal or acquisition of new Services.

3.5. Adjustment: The fees for the Resources will be adjusted annually in accordance with the collective bargaining percentage for the category. Adjustments will be communicated to the CLIENT in writing in advance and will take effect on the renewal date of the subscription. Changes exceeding 7% (seven percent) will be communicated to the CLIENT in writing in advance and will take effect on the renewal date of the subscription. Price changes are deemed accepted if the CLIENT continues using the Services of the Resources. The CLIENT has the right to reject price changes exceeding 7% (seven percent) by canceling the Services, without penalty or fees.

4. ENGAGEMENT THROUGH PARTNER

4.1. The acquisition of Services through certified Pipefy Partners ("Partner") may occur in the following cases:

(i) At the CLIENT's choice to acquire the Services directly from a Partner. In this case, the CLIENT will be bound by the Partner's contractual terms, in addition to the provisions of these Terms.

(ii) At PIPEFY's discretionary choice, which may opt to use a certified Partner for the provision of Services, without the CLIENT's prior consent. In such cases, PIPEFY will be responsible for ensuring the quality standard as stipulated in these Terms.

4.2. In the case of clause 4.1 (ii), the CLIENT must immediately notify PIPEFY if there is any dissatisfaction with the Services provided by the Partner, providing all justifications and supporting evidence. PIPEFY will analyze the claim

within 10 (ten) days and may replace the Partner.

4.2.1. In cases where the use of the Partner is decided by PIPEFY without the CLIENT's option, payment and engagement of the Services will be formalized and paid directly to PIPEFY, which will be responsible for passing any necessary amounts and information to the Partner for the execution of the Services.

4.3. If the CLIENT chooses to acquire Services through a Partner (as per case 4.1 (i)), it is agreed that:

- a) The CLIENT will pay the fees directly to the Partner, who will be fully responsible for delivering the Services.
- b) The details of the fees and Services will be those specified in the instrument issued and formalized with the Partner, with the Partner solely responsible for the accuracy of any Purchase Order or Terms formalized for the engagement of the Services;
- c) The Partner is not authorized to modify these Terms or make any promises or commitments on behalf of PIPEFY. PIPEFY is not bound by any obligations to the CLIENT beyond those established in these Terms;
- d) If the CLIENT believes they are entitled to reimbursement or compensation due to poor service provided by the Partner, as allowed by these Terms, PIPEFY may mediate the dispute with the Partner, requesting evidence of the case. However, the Partner will remain solely responsible for any reimbursements or adjustments to the acquired Services, as per the specific agreement between the CLIENT and the Partner, excluding PIPEFY from the dispute.

5. WARRANTIES, LIMITATION OF LIABILITY, AND REMEDIES

5.1. Each Party represents and warrants that it is capable and has full power and authority to enter into these Terms.

5.2. PIPEFY will perform the Services professionally and in accordance with market best practices. PIPEFY will use Pipefy Personnel with the necessary skills, experience, and qualifications to perform the Services. Any claim regarding the Services or warranties provided by PIPEFY must be formally submitted by the CLIENT within 30 days of the completion of the Services, after which the deliverables will be considered accepted.

5.2.1. The terms and conditions outlined here refer to billable Professional Services and are not related to support services provided by Pipefy, such as Product Support and the Customer Success team.

5.2.2. Pipefy will provide expertise exclusively related to the implementation of the project described in this document and does not guarantee that its resources are proficient in other programming languages or have knowledge of third-party products.

5.3. Except as expressly provided in these Terms, to the maximum extent permitted by applicable law, PIPEFY assumes a duty of means, not a duty of result/end, and does not offer any warranties of any kind, including warranties of merchantability, non-infringement, or error-free or uninterrupted use of the Services.

5.4. The CLIENT's exclusive remedy for PIPEFY's proven failure to provide the Services in accordance with Section 5.2(PipeFY's Warranty), once agreed upon and the deadline for resolution has passed, will be to require PIPEFY, at its discretion, to:(1) use commercially reasonable efforts to correct the reported portion of the Services or(2) terminate the Purchase Order related to the reported portion of the Services, with reimbursement of the amounts received for the Services that are proven to be non-compliant.

5.5. The CLIENT understands and agrees that the Services do not come with any express or implied warranty, nor

any condition of any kind regarding the development of future functionalities in the Pipefy Solution. The Client agrees that the acquisition of the Services is not conditioned upon any expectation related to: (a) the delivery of any future functionalities related to the Pipefy Solution, or (b) any public comments, oral or written, made by PIPEFY regarding possible functionalities or features to be developed.

5.6. PIPEFY is not responsible for damages caused by Partners or Third Parties to the CLIENT, nor will it be liable for damages caused by the CLIENT to third parties resulting from the CLIENT's failure to comply with any obligations under these Terms. PIPEFY's joint or secondary liability for any losses or damages (whether material or moral) suffered by third parties or the CLIENT due to the failure to comply with the responsibilities set out in these Terms cannot be claimed.

5.7 . Exclusion of Indirect Damages and Related Damages. The Parties' liability will be limited to direct damages, as well as the amount paid for the Services contracted by the CLIENT in the 12 (twelve) months prior to the damaging event. In no case will the Parties have any liability to the other Party for any indirect damages, such as loss of profits, loss of revenue, or loss of an opportunity, resulting from the failure to comply with the obligations set forth in these Terms or by law.

6. TERM AND TERMINATION

6.1. The contract will be valid for a determined period, starting from the date of signing the Purchase Order ("Effective Date") and will remain in effect until the completion of the contracted services, subject to the deadlines agreed upon in the Purchase Order.

6.2. After the Effective Date, except in cases of Force Majeure, in the event that the CLIENT: i) becomes unresponsive, failing to respond to the Pipefy team's contact attempts for 5 business days or more; ii) does not comply with the schedule or deliverables of the Services, or fails to attend, without prior notice, two or more scheduled meetings during the implementation stages; iii) breaches other obligations and responsibilities assigned to them in these Terms, PIPEFY may, after prior notification, choose to: a) suspend the Services until the irregularity is resolved; or b) terminate its obligations under these Terms, removing the CLIENT's access to the Services. In cases of termination for cause, the CLIENT will not be entitled to a refund of any prepaid fees and will remain obligated to fulfill the payment obligations for the Services, as specified in the applicable Purchase Order.

6.3. Either Party may terminate these Terms by providing 30 (thirty) days' advance notice to the other Party. If terminated by the CLIENT, the CLIENT must complete the cancellation form available at <https://app.pipefy.com/public/form/XqTumhKO>. In the event of unjustified termination, the CLIENT will not be entitled to a refund of any prepaid fees and will remain obligated to fulfill the payment obligations for the Services, as specified in the applicable Purchase Order.

6.4. In no case will the CLIENT be entitled to a refund, acknowledging that they will be responsible for the payment of any amounts related to the remainder of the term of all Purchase Orders. 6.5. Billing notifications must be sent to the CLIENT through the billing contact designated by the CLIENT. All notices, permissions, and approvals related to the obligations and responsibilities arising from these Terms must be in writing and will be considered delivered on the first business day after sending an email to the CLIENT's registered email address, or, in the case of PIPEFY, to the email address of the responsible PIPEFY professional or to legal@pipefy.com. PIPEFY may notify the CLIENT of general information regarding the use of the Product via email to the address registered by the CLIENT on the Pipefy Platform.

7 . GENERAL PROVISIONS

7.1 These Terms regulate specific obligations for the acquisition of the Services, such that all provisions of the Terms and Conditions of the Pipefy Solution, which do not expressly conflict with the specific conditions of these Terms, are fully ratified.

7.1.1 In the event of any conflict or inconsistency between the following documents, the order of precedence will be as follows:(1) the applicable Purchase Order,(2) the Terms and Conditions – Provision of Professional Services;(3) the SoW ,(4) the Terms and Conditions of the Pipefy Solution.

7.2 The Parties may modify this Agreement through a written instrument signed by both parties, with PIPEFY reserving the right to modify this Agreement by updating and publishing it on its website.

7.3 No failure or delay by either party in exercising any right provided for in this Agreement shall constitute a waiver of that right. The Parties are independent contractors. Nothing in this Agreement creates a partnership, franchise, joint venture, agency, fiduciary relationship, or employment relationship between the Parties.

7.4 The content of the sections related to Confidentiality, Intellectual Property, Support, Non-Pipefy Applications, Data Protection, and Jurisdiction and Applicable Law, agreed upon by the Parties when accepting the Terms and Conditions of the Pipefy Solution, are part of this Agreement and are fully ratified.

7.5 These Terms, the applicable Purchase Order, and the SoW constitute the complete understanding between PIPEFY and the CLIENT for the acquisition of the Services, replacing all previous agreements or representations, written or oral, related to the Services.

7.6 Dispute Resolution: The Parties agree to seek prior extrajudicial resolution of any dispute, question, or litigation arising from the contract, including its interpretation or execution. The Party that feels aggrieved must notify the other party of the conflict so that they can resolve the issue within the agreed timeframe, which must be at least 30 (thirty) days from the date of receipt of the notification.

7.7 Electronic Signature: The parties declare and agree that this instrument may be signed electronically or virtually accepted in accordance with the provisions of MP No. 2.200-2/2001, especially § 2 of article 10. The parties acknowledge that both forms of contracting will be valid, effective, and constitute an enforceable extrajudicial title for all legal purposes, as provided in Article 784, III, of the Code of Civil Procedure.