

DIGITAL CONTENT PURCHASE AND SALE AGREEMENT - ONLINE COURSE

CONTRACTING PARTY: the beneficiary student, contractor, subscribed to the registration application and compliant with payment, hereinafter simply referred to as **STUDENT**.

CONTRACTED PARTY: META-ANALYSIS ACADEMY, a private legal entity registered with the Unified Tax Registry (RUT) under No. 220577180018, with registered office at Rua Noruega, 8171, Mônaco District, Maldonado, Uruguay.

The above-identified parties have, between themselves, consent to this Agreement for the purchase and sale of digital content -ECG Academy by Rhanderson Cardoso, which will be governed by the following clauses and by Uruguay civil law:

CLAUSE ONE -OBJECT

1.1. The purpose of this contract is the sale of digital content in the form of an online training program on clinical electrocardiography.

1.2. The ECG Academy by Rhanderson Cardoso consists of 2 (two) modules: **(i)** pre-clinical modules, and **(ii)** clinical modules.

1.3. The ECG Academy will take place according to the calendar and content schedule available on the Student Portal.

1.4. The ECG Academy will be available to the student for 1 (one) year after your registration.

1.5. The CONTRACTED PARTY does not provide the recording of classes relating to the pre- clinical or clinical modules.

1.6. The CONTRACTED PARTY is not responsible for any unforeseen events involving students that may result in non-compliance with the schedule.

CLAUSE TWO - AMOUNT, PAYMENT AND PENALTIES

2.1. The full cost of the ECG Academy is USD 360 (three hundred and sixty U.S. dollars), which may be divided in up to 12 installments.

2.2. If the STUDENT elects to pay the tuition in installments, the STUDENT remains fully responsible for payment of the total tuition amount. Installment payments constitute a payment convenience only and do not create a right to cancel, suspend, or terminate the financial obligation once enrollment is completed.

2.2.1 At its sole discretion, the CONTRACTOR may offer certain students a discounted tuition rate, subject to specific eligibility criteria. Any discount that is validly applied at the time of the STUDENT's registration, and for which the STUDENT is eligible, is final and guaranteed for that STUDENT and will not be revoked, increased, or modified after registration is completed. Discounts are limited in time, availability, and eligibility.

2.2.2 Discounts applied in error, through misuse, or without meeting the stated eligibility requirements (including, but not limited to, discounts reserved for former students) are not valid and do not constitute a guaranteed tuition rate. In such cases, the CONTRACTOR reserves the right to correct the tuition amount prior to or after registration.

2.3. Any discount or benefit granted by the ECG Academy does not imply alteration of any clause of this contractual instrument.

2.4. Payment of the amount stipulated in topic “2.1” will occur through the companies HOTMART or STRIPE, in the forms and conditions offered by them. Payment of the registration tuition shall be made exclusively through third-party payment processors, in the forms, terms, and conditions made available by such platforms.

2.5. The CONTRACTED PARTY is not responsible for any fraud, loss or problem that it did not cause, regarding payment to the intermediary platforms mentioned above. The CONTRACTOR is not responsible for any fraud, unauthorized transactions, technical failures, delays, chargebacks, or other payment-related issues arising from or related to the use of third-party payment processors.

2.6. The CONTRACTED PARTY may immediately terminate this contract, regardless of notice or notification, in the event of non-compliance with any of the clauses contained in this contract by the student. In these cases, the CONTRACTED PARTY will have the right to charge the entire value of the agreed obligation, with no amount being refunded to the student.

2.7. Under the terms of the previous clause, the CONTRACTED PARTY may immediately terminate this contract, regardless of notice or notification, in the event of plagiarism, copyright infringement or any other conduct considered unethical in the academic and professional environment practiced by the student. In these cases, the CONTRACTED PARTY will have the right to charge the entire value of the agreed obligation, with no amount being refunded to the student.

2.8. The non-attendance of the students to the ECG Academy activities and the non-use of the resources and access to the Student Portal made available to them, does not exempt them from payments and their obligations, and no refund will be due or reimbursement by the CONTRACTED PARTY.

2.9. If the purchase is identified using an improper discount coupon, the student must pay the difference, under penalty of cancellation of registration, without refund, if outside the 7 (seven) day guarantee period mentioned in item 6.1.

CLAUSE THREE -PLATFORMS

3.1. The pre-clinical modules and clinical modules will be available according to the prespecified schedule on the Student Portal. The STUDENT will receive access to the Student Portal at the time of registration, through email.

3.2. All pre-clinical and clinical classes will be recorded.

- 3.3.** The CONTRACTED PARTY may hold tutoring sessions on Zoom. It is the student's sole responsibility to be aware of the compatibility of their electronic device with the Zoom platform.
- 3.4.** The CONTRACTED PARTY is not responsible for technical problems manifested exclusively in the electronic device used by the student, or for the unavailability/instability of the platform used.
- 3.5.** It is the student's responsibility to enter the ECG Academy Bulletin Board on the WhatsApp platform. This is a closed group with messages sent exclusively by ECG Academy administrators.
- 3.6.** The STUDENT is responsible for regularly reviewing all announcements, notices, and communications posted on the Bulletin Board. Failure to do so may result in the STUDENT missing important deadlines or other relevant information, which may adversely affect the STUDENT's participation or performance in the ECG Academy. The access link for this mural will be available on the Student Portal.

CLAUSE FOUR - BOOKS

- 4.1.** The student will receive an ECG Textbook and an ECG Practical Handbook from the ECG Academy, in PDF format, available on the Student Portal.

CLAUSE FIVE - CERTIFICATION

- 5.1.** The certificate of participation in the ECG Academy will be provided to student who complete the program and do the post-test. Certificates will be issued in the month following completion of the post-test by the student.

CLAUSE SIX - RIGHT TO REPENT

- 6.1.** The student may exercise the right to withdraw from the agreement within a period of seven (7) consecutive calendar days, counted from the date of confirmation of payment, with the consequent full refund of the amounts paid.

5.1.1. The period mentioned above constitutes a contractual option granted by the CONTRACTOR, in accordance with the principles of good faith and consumer protection set forth in Uruguayan Law No. 17.250/2000 (Ley de Relaciones de Consumo), and does not represent a mandatory legal right after the formalization of the agreement.

- 6.3.** The cancellation and refund request must be made through the specific area of the Hotmart platform designated for this purpose, namely <https://refund.hotmart.com/>.

CLAUSE SEVEN -STUDENT OBLIGATIONS

- 7.1.** The student agrees to keep their registration data updated, especially email and cell phone, for contact within the deadline established by the coordination of the program.
- 7.2.** The student takes ownership that all information provided about him or her during registration is true and accurate.

7.3. The student undertakes the responsibility not to reproduce, in any form, audios, videos, classes, handouts or any materials of the ECG Academy, under penalty of civil and criminal liability, before the CONTRACTED PARTY and third parties, in accordance with current law. Likewise, the student also is responsible for ensuring the confidentiality of password and login, so as not to allow access to be shared in any way.

7.4. The student assumes the obligation not to violate the privacy of other users, nor to use the names or emails of other ECG Academy participants for any purpose.

7.5. The student assumes the obligation not to send messages that are obscene or, in any way, outside of ethical standards and good customs.

CLAUSE EIGHT -CONTRACTED PARTY'S OBLIGATIONS

8.1. The CONTRACTED PARTY undertakes to administratively and academically coordinate the ECG Academy, ensuring the quality and compliance with the best teaching methodology, which will be applied in the virtual modality, considering the nature of the content, the characteristics and peculiarities that teaching requires.

8.2. The CONTRACTED PARTY reserves the right to introduce improvements and improvements to the ECG Academy, and may, to this end, change its content and/or class schedule, if there is prior notice to the students via email and on the Bulletin Board.

CLAUSE NINE - INCIDENTS

9.1. In the event of unforeseen circumstances, force majeure or unforeseen circumstances with the teacher, live online classes may be scheduled or cancelled. In these cases, the recording of the same activity will remain available.

9.2. Under no circumstances will these situations be considered sufficient to constitute a breach of contract or be a reason for terminating the agreement.

9.3. The CONTRACTED PARTY is not responsible for lack of energy, lack of time, medical shifts, personal problems, commitments or any other unforeseeable situation or force majeure, which may prevent students from not watching classes. Therefore, for no reason or justification is the CONTRACTED PARTY obliged to make classes available beyond the one-year access period.

CLAUSE TEN -USE OF DATA PROVIDED BY STUDENTS

10.1. The CONTRACTED PARTY, for itself and its employees, undertakes to act in this contract in accordance with current legislation on the protection of personal data and the determinations of regulatory/supervisory bodies on the matter.

10.2. When handling data, the CONTRACTOR must:

I -Process the personal data to which you have access (name, telephone number and email) solely for the purpose of ensuring the correct execution of this contract and obligations attached to it.

II -Access the data provided without modifying it, except at the student's request, or removing it.

III -Guarantee, by itself or any of its employees, representatives, partners, representative directors, the confidentiality of the data processed.

10.3. On the other hand, the student declares to be aware that their data (name, telephone and email) will be shared with the entire network of collaborators and supervisory bodies that orbit the object of this contract, in particular: public supervisory bodies, public tax bodies, accounting firm, marketing firm and legal team.

CLAUSE ELEVEN -INTELLECTUAL PROPERTY

11.1. The CONTRACTING PARTY acknowledges that all intellectual property used and developed in this contract, including platforms, software, source codes, ideas, research, class content and teaching methods, without limitation, are and remain fully under the exclusive ownership of the CONTRACTED PARTY. This contract is not characterized as an assignment or any type of definitive transfer of know-how or intellectual property rights, with all information being protected by the right of confidentiality.

11.2. The CONTRACTING PARTY acknowledges that only the CONTRACTED PARTY has the ability to license, sell or assign the contents and/or methodologies conveyed during the term of this contractual relationship.

11.3. It is agreed that a fine equivalent to \$50,000 (fifty thousand) U.S. dollars will be imposed, to be complied with by the CONTRACTING PARTY, in the event of improper sale, sharing or dissemination of content owned by the CONTRACTED PARTY or its teaching method, without prejudice compensation for losses and damages.

CLAUSE TWELVE -CONFIDENTIALITY

12.1. The parties agree that the provisions of this Agreement and all information related to it are strictly confidential, and the parties themselves and their professionals, including administrators, employees, representatives, agents or any subcontractors and/or service providers, are obliged to maintain and ensure that everyone involved in the execution of the purpose of this Agreement maintains the most complete and absolute confidentiality regarding any information exchanged by any means, including oral, written, electronic, magnetic or computerized.

12.1.1. The duty of confidentiality assumed will last throughout the term of the Agreement and will survive for a further 5 (five) years from its end, regardless of the cause.

CLAUSE THIRTEEN -GENERAL PROVISIONS

13.1. The use of the image and use of the ECG Academy by Rhanderson Cardoso brand, both its corporate name and the name of Professor Rhanderson Cardoso, is expressly prohibited for any purposes other than this contract. In any case, morals, good customs and public order will be respected.

13.2. The CONTRACTED PARTY may provide a “private group” environment with admission only to ECG Academy students, in order to encourage discussions and related topics, with its own and restricted rules, created and moderated by the contractor's team. Admission and remaining in the group environment is



conditioned on behavior and compliance with the rules and terms stipulated by the contractor, which will be available in the group environment itself, under penalty of formal warnings and/or exclusion from the group. Exclusion from the group does not entitle the student to any refund or cancellation of the ECG Academy.

13.3. The Parties expressly acknowledge that this instrument constitutes an enforceable title under the applicable Uruguayan procedural law, as it contains liquid, due, and certain obligations, and may be judicially enforced in accordance with the General Code of Procedure (Código General del Proceso), with the Parties hereby expressly waiving any claim or argument to the contrary.

13.4. The validity of this instrument is subject to the student's registration.

CLAUSE FOURTEEN -JURISDICTION

14.1. All disputes shall be resolved under Uruguayan law, and the parties elect the jurisdiction of the District Court of Maldonado, Uruguay, waiving any other, however privileged it may be.

The terms of this contract will be made available upon registration and on the Student Portal. To enroll, the student must accept the terms of the contract. By filling in the data in the registration fields and enrolling in the ECG Academy by Rhanderson Cardoso, the student accepts all the terms of this contract.