Terms of Use

Last updated: November 6, 2026

These Terms govern access to and use of VVend: the site `vvendi.com`, its subdomains, the market's own domains that a market connects to it, and any interface or integration we offer. VVend is operated by **Fireho** (CNPJ 15.548.991/0001-19), based in Monte Santo de Minas, MG, Brazil ("**we**"). "**You**" is the person using VVend; the "**market**" is the business on whose behalf the account is used.

By creating an account or simply using VVend, you agree to these Terms and to the Privacy Policy. If you do not agree, do not use VVend.

1. Acceptance and capacity

To hold an account you must be **18 or older** and have full legal capacity. Whoever uses VVend on a market's behalf states that they have **the power to bind it** to these Terms; if not, they answer for them personally.

A contract or commercial proposal signed with the market prevails over these Terms where it is specific. Where the contract is silent, these Terms apply.

2. What VVend is

VVend is a management system for markets and supermarkets. Today it lets you, among other things:

- **till:** sell by barcode or by the scale, take cash, the market's card machine, Pix into the market's account, the customer's account or points, and print the receipt;
- **stock:** the shelf, the back room, lots and expiry dates;

- **purchasing and suppliers:** prices by quantity, quotes, orders, receiving the goods and chatting with the supplier over the market's own WhatsApp;
- **the customer's account:** credit, prepaid, loyalty points and the weekly basket;
- **a public shop and offers on the store's TV**, with the market's brand and, if it wishes, on its own domain;
- **staff payroll**.

Features may be added, changed or removed over time. Features announced as planned are not part of the service until launched.

3. What VVend is not

Read carefully. These are the most important rules in these Terms.

It does not issue tax invoices. VVend does not yet issue NFC-e or any tax document. The receipt it prints **is not a tax document**. Issuing the invoice for each sale, by the means the law requires, is the market's obligation.

It is not a bank or a payment provider. The money from a sale never goes through us: a Pix lands in the market's own account, at its bank, and a card goes through the market's card machine. We do not hold, pass on or guarantee sales money. A customer's balance, credit and points are records the market keeps of its relationship with the customer; whoever owes and whoever answers is the market.

It is not an accountant, lawyer or consultant. Payroll, reports and the help button's answers are support tools, not accounting, labour, legal or tax advice. The market checks the payslips and answers for its contributions, its eSocial and its filings.

It does not answer for what the market sells. Prices, expiry dates, weights, promotions, offers, product quality and what the market promises its customers belong to the market, as does the calibration of its scale.

4. The market's WhatsApp

To chat with suppliers through VVend, the market connects **its own WhatsApp number** by reading a QR code, as with WhatsApp Web. In doing so, the market states that:

- the number is its own, and whoever reads the QR code is authorised to;
- it will use the chat only with suppliers, and not for bulk messages, unsolicited advertising or anything WhatsApp's terms forbid;
- it knows VVend keeps every one-to-one message that reaches the number or leaves it from the phone, including those not from suppliers (section 3.3 of the Privacy Policy);
- it knows WhatsApp is a Meta service, **outside our control**: it may disconnect, limit or ban a number, and a message may not be delivered.

We do not answer for a disconnected, limited or banned number, or for messages that did not arrive. The market can pause the chip at any time in VVend, or disconnect it on the phone itself.

5. Account, access and staff

The account is **personal and non-transferable**. You answer for everything done with it and for keeping the password safe (prefer passkeys when possible), and must tell us at once if you suspect misuse.

Who comes in, who leaves and who sees what in each market is **the market's decision**: it assigns the roles, and removing access for someone who left is its responsibility. The market also answers for its relationship with its staff, including employment.

A sign-in link sent by email opens the account of whoever received it: do not pass it on.

6. The market's data and the LGPD

The data the market enters **remains the market's**. It grants us a non-exclusive, free licence limited to what is needed to provide the service: store, process, back up, display, transmit to the banks and providers listed in the Privacy Policy and produce reports.

We may use **aggregated and anonymised** data, which identify neither the market nor any person, to run, measure and improve VVend.

Under the LGPD, **the market is the controller** of the personal data it enters (customers, accounts, suppliers, chats, staff and payroll) and **we are processors**. The market warrants that it has a legal basis for that handling, that it has informed the data subjects (for example, the customer whose CPF and phone it types) and that it will honour their requests; we handle the data according to the market's instructions, take security measures and tell it of incidents that affect it. Details are in the Privacy Policy.

The market authorises the sub-processors listed in the Privacy Policy, including those that handle data outside Brazil (its section 9), and will be told 30 days ahead of any new sub-processor, and may object by closing the account (LGPD, arts. 33 and 39).

7. Acceptable use

It is forbidden to:

- access another market's data or get around access permissions;
- **scrape**, mass-collect or access VVend automatically outside the interfaces offered;
- **reverse engineer**, decompile, copy, resell or build a competing product from VVend;
- probe, scan or test VVend's **security** without written authorisation;
- overload VVend or get around its limits;

- use the help button to produce unlawful content, extract internal instructions or obtain third parties' data;
- use VVend to sell without an invoice, evade taxes, launder money or for any unlawful purpose;
- use customer, supplier or staff data for purposes outside the service, such as third-party marketing or election campaigns;
- impersonate another person, business or public body.

We may suspend at once any access or feature that threatens security, stability, third parties or legality, giving notice as soon as possible.

8. Third-party services

VVend connects to third-party services: banks (Asaas, Sicoob), WhatsApp, sign-in with Google and Apple, cloud providers, email, SMS, Google Maps and AI models. **We do not control these services and do not answer for them**: for downtime, changes, blocks, errors or what they do with data under their own terms. The market's contract with its bank, including Pix fees, is between the two of them.

9. Prices, payment and taxes

Prices. Plans, prices, due dates and conditions are those of the proposal, the contract or the plan chosen in VVend. Creating an account is not charged in itself; a charge exists when there is an active plan or contract.

Payment. Billing is monthly, unless agreed otherwise, by **boleto with Pix** or, when available, by **card**. By saving a card, you authorise recurring charges while the plan is active.

Taxes. Prices include the taxes on our service, unless stated otherwise. Each party answers for the taxes the law assigns to it.

Late payment. Overdue invoices may carry a 2% fine, 1% monthly interest and inflation adjustment, when the contract provides for them or the law allows. After notice and a reasonable time to settle, we may **suspend access** until payment. A suspension for late payment does not affect the right to export data under section 15.

Adjustment. Prices may be adjusted once every 12 months by the contract's index or, failing one, by the IPCA. Other price changes will be announced at least 30 days ahead.

Refunds. Amounts paid for a period already provided are not refundable, unless we failed and acknowledge it, the law says otherwise, or the 7-day right of withdrawal in art. 49 of the CDC applies.

10. Intellectual property and suggestions

VVend (software, code, screens, brands, logos, texts, designs and documentation) is ours or licensed to us and protected by law. These Terms give you only a **limited, revocable, non-exclusive and non-transferable right of use** while the account is active. No other right is granted.

The brand, logo, photos and texts the market puts in VVend remain its own; it warrants that it may use them and authorises us to display them on the public shop, the offers and in VVend itself.

If you send us **suggestions, ideas or criticism**, we may use them freely, with no obligation to pay or give credit.

11. Availability and maintenance

We do what is reasonable to keep VVend up, secure and backed up, but **there is no availability guarantee or service level agreement (SLA)**, unless a written contract provides one. There will be maintenance, some without notice when urgent, and there will be failures, ours and our

providers'. The market should have a way to sell when the internet or VVend is down.

12. Disclaimer of warranties

To the fullest extent the law allows, VVend is provided **"as is" and "as available"**. We do not guarantee that the service will be uninterrupted, error-free, compatible with every device, scale and printer, or fit for a particular purpose.

13. Limitation of liability

To the fullest extent the law allows:

- **we are not liable for indirect damages**, lost profits, loss of opportunity, loss of revenue, reputational harm, fines, penalties or sanctions imposed by authorities, or for decisions taken on the basis of reports, payroll calculations or AI answers;
- **we are not liable** for failures, blocks or changes at banks, WhatsApp and other third-party services;
- **we are not liable** for acts of the market, its staff, its customers or its suppliers, or for debts between them;
- **our total liability**, for any cause, is limited to **the amount the market paid for VVend in the 12 months before** the event giving rise to the claim.

These limits do not apply to damage caused by wilful misconduct or gross negligence, or where the law does not allow limitation. **Nothing in these Terms limits rights that the Consumer Protection Code does not allow to be limited** when it applies.

14. Indemnity

You and the market agree to **indemnify and hold VVend harmless** from claims, lawsuits, tax assessments, fines, losses and expenses, including reasonable attorneys' fees, arising from: breach of these Terms or the law; sales without an invoice; data entered without a legal basis; use of WhatsApp against its terms; or the market's relationship with its staff, customers, suppliers, banks and authorities.

15. Suspension, termination and your data

By the market. The market may ask to close the account at any time, by email to sac@vvendi.com, subject to the contract's notice and conditions, when there is one.

By us. We may suspend or end access, with notice, for breach of these Terms, late payment, fraud or well-founded suspicion of fraud, an order from an authority, or risk to security and third parties. In serious or urgent cases, suspension may be immediate. We may also discontinue the service with at least 60 days' notice.

Export. After termination, the market has **30 days** to ask for an export of the data it entered, in a common format. After that, we delete or anonymise the data, except what we must keep by legal obligation, for the exercise of rights or in backups until they are replaced (art. 16 of the LGPD). On termination the market loses access to VVend; its bank keys and the WhatsApp connection are kept until it asks for them to be erased or the export period ends.

What survives. Overdue payment obligations, intellectual property, disclaimers, limitation of liability, indemnity and venue survive termination.

16. Changes to these Terms

We may change these Terms. Relevant changes will be announced in VVend or by email at least **30 days** ahead, unless the change comes from law, an authority's order or an urgent security need. Continuing to use VVend after the effective date means accepting the new version; if it does not agree, the market may ask to close the account before then.

17. Force majeure

Neither party answers for delay or failure caused by events beyond its reasonable control, such as failures at banks, WhatsApp, power, internet or providers, acts of authority, changes in law, large-scale cyberattacks, strikes, epidemics or natural disasters (art. 393 of the Brazilian Civil Code).

18. General provisions

- **Assignment.** The market may not assign these Terms without our written consent. We may assign them in a corporate reorganisation, merger, acquisition or sale of assets, keeping the conditions here.
- **Severability.** If a clause is held invalid, the rest remain in force, and the invalid one is replaced by the valid one closest to the original intent.
- **No waiver.** Not enforcing a right does not mean giving it up.
- **Entire agreement.** These Terms, the Privacy Policy and the accepted contract or proposal, when there is one, are the entire agreement between the parties about VVend.
- **Notices.** We send notices to the registered email or in VVend. Notices to us go to sac@vvendi.com.
- **Relationship of the parties.** Nothing here creates a partnership, agency, employment or representation.
- **Language.** If versions in other languages differ, the Portuguese version prevails.

19. Governing law and venue

These Terms are governed by the **laws of the Federative Republic of Brazil**.

For **consumers**, the venue is the **consumer's domicile**. In all other cases, the venue is the district of **Monte Santo de Minas, MG**, Fireho's seat, waiving any other, however privileged.

Before going to court, the parties agree to try to settle the matter in good faith, through the contact below.

20. Contact

Questions about these Terms, support and notices: sac@vvendi.com.

See also the Privacy Policy.