

Terms of Use and Service

Last updated: October 11, 2024

PLEASE NOTE: THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION IN SECTION 17 THAT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT WITH RESPECT TO ALL SERVICE(S). THE ARBITRATION PROVISION REQUIRES THAT DISPUTES BE RESOLVED IN ARBITRATION ON AN INDIVIDUAL BASIS. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS APPELLATE REVIEW THAN IN COURT.

FURTHERMORE, THIS AGREEMENT CONTAINS DISCLAIMERS OF WARRANTIES, LIMITATIONS OF LIABILITY, AND A CLASS ACTION WAIVER.

1. Legally Binding Agreement; Amendments

The mobile application **Klara AI** (the "App"), the website available at: <https://theklara.com/> (the "Website") and content available via the App and the Website or our emails ("Content") are distributed by **KLARA AI EUROPE, SOCIEDAD DE RESPONSABILIDAD LIMITADA**, a legal entity incorporated under the laws of Spain, having its registered office at CL PALANGRE Num 13 39 3540 ALICANTE, ALICANTE.

("we" "us" "our" or the "Company"). The App, the Website, together with the Content, tools, transactions and other services available by using the Website or the App, are collectively referred to as the "Service" or "Klara AI".

These Terms of Use and Service ("Terms" or "Agreement") are an agreement between You as a user ("User") of the Service and Us, Klara AI ("us", "we", or "our" and any other declension). Please read these Terms carefully before using the Service.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By downloading, installing, or otherwise accessing or using the Service, you acknowledge that you have read, understood, and agree to be bound by all of these Terms, including Klara AI Privacy Policy. If you do not agree with all of these Terms or you are ineligible for use of the Service for any of the reasons described in these Terms, then you are expressly prohibited from using the Service and you must discontinue the use immediately.

We may change these Terms by posting them within the App. Changes shall automatically be effective upon posting. We may notify you specifically about some critical changes but are not obliged to do so in every case. Your use of the Website after any changes are made means that you accept such changes. After getting notice of changes of the Terms, if you do not object and opt-out of the amended Terms within fourteen (14) days, the amended version of the Terms is binding upon you.

It is your responsibility to periodically review these Terms to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms by your continued use of the Service after the date such revised Terms are posted.

2. Use of Service

To use the Service, you shall be at least 18 years old (or of the reciprocal age of majority in your state or jurisdiction) and able to form legally binding contracts. We do not knowingly collect personal information from children under 18 years of age. All Users who are minors in the jurisdiction in which they reside (generally under the age of 18) must not use or access the service at any time or in any manner.

By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 18 years of age; (b) you have not previously been suspended or removed from the Service; and (c) your registration and your use of the Service is in compliance with all applicable laws and regulations.

Users are strictly prohibited from accessing or using the loan granted with Klara AI assistance unless they are at least 23 years of age. By using the loan services, you represent and warrant that you are 23 years of age or older. If you are under the age of 23, you are expressly prohibited from utilizing any loan services available through Klara AI, and any attempt to do so will be considered a violation of these Terms of Use.

You use the Service at your own risk and responsibility and you are solely and exclusively responsible for the use of the Service. We will not be liable for any of your actions done using the Service.

Klara AI Services

Klara AI is a financial virtual banking application that helps with transactions, account inquiries, financial advice and social connections:

Loan Acquisition Assistance: Klara AI offers guidance, support and provision through its App and Website in obtaining bank loans from various licensed banking institutions.

Transaction and Account Management: The app provides assistance with banking transactions and inquiries related to users' financial accounts.

Financial Advisory Services: Klara AI offers general financial advice based on the information provided by users. This advice is intended for informational purposes only and should not be considered as professional financial planning or investment advice.

Disclaimer: The services provided by Klara AI are intended to assist users in managing their financial needs; however, Klara AI does not replace professional financial, legal, or investment advice. Users are encouraged to consult with certified professionals for any significant financial decisions. The use of Klara AI's services is subject to these Terms of Use, and by continuing to use the app, users acknowledge and agree to these terms. Klara AI is not a banking or

financial institution. It does not offer banking services or financial products directly. The app functions not as an assistant but a fintech app.

The Service may be modified, updated, interrupted or suspended at any time without notice or liability to you.

3. Accounts and Registration

You can access and use the Service after creation of your personal account on the Service. In the course of registration of an account, you need to provide us with a valid phone number, and/or other information as prompted by the registration form or as required by applicable law. You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times.

You are responsible for maintaining the confidentiality of the username and password that you designate during the registration, and you are fully responsible for all financial services and other activities that occur under your username and password.

You are solely responsible for maintaining the confidentiality of your account, your password and for restricting access to your device, and you will be solely responsible for all acts or omissions that occur under your account. You will immediately notify Klara AI of any unauthorized use of your password or account. You should only create one account in the App.

Unless expressly permitted in writing by Klara AI, you may not sell, rent, lease, share, or provide access to your account to anyone else, including without limitation, charging

anyone for access to your account. Klara AI reserves all available legal rights and remedies to prevent its unauthorized use, including, but not limited to, technological barriers, IP mapping, and, in serious cases, directly contacting your Internet Service Provider (ISP) regarding such unauthorized use.

You agree to keep your contact and billing information (including but not limited to phone number) true, accurate, complete and up-to-date, and to comply with all billing procedures, including providing and maintaining accurate and lawful billing information for active Klara AI accounts.

4. Subscriptions, Commissions and Refunds

By subscribing to the services offered by Klara AI, you agree to the following fee structure and commission-based charges:

1. **Monthly Subscription Fee:** Users will be charged a monthly subscription fee ranging from €5.00 to €42.00, depending on the selected subscription plan. This fee grants access to the core features and services provided by Klara AI. Monthly Subscription Fee is not considered to be a payment for loan and savings and/or covered its part.
2. **Transaction Interchange Fee:** Klara AI will collect an interchange fee of approximately 0.5% on the total value of each transaction facilitated through the platform. Transaction Interchange Fee could vary depending on the user's destination.

4.1. Subscription

You may be able to purchase the following types of subscriptions:

- a. App subscription

Once you subscribe, we (or our third-party payment processor) **will automatically charge your Subscription fee on each renewal date.** The

subscription renews automatically at the end of each period (each month) until you cancel your Subscription or until we terminate your access to or use of the App or Subscription in accordance with the Terms.

Payment will be charged to the payment method you submitted at the time of purchase at confirmation of purchase. You authorize us to charge the applicable subscription fees to the payment method that you submit.

All prices applicable to you are stated on the payment page; please always read the payment page carefully. We may charge any of the fees in a single transaction or in a number of separate transactions.

By purchasing the Subscription, **you agree to an initial and recurring Subscription fee at the then-current Subscription rate**, and you accept responsibility for all recurring charges until you cancel your Subscription.

Payment will be charged to the payment method you provided at the time of purchase at the payment page (after entering your payment method details). You authorize us (or our third-party payment processor) **to automatically charge the applicable Subscription Fees on each renewal date** to the payment method that you provided until you cancel your Subscription.

You authorize Klara AI to supply your payment details to a third-party payment provider for processing your payments. Your credit/debit card provider may charge you currency conversion fees and other charges for processing your payments.

App Subscription

You can purchase the App Subscription in our App available on App Store or on Google Play.

Subscription Cancellation

You can cancel your Subscription at any time. Deleting the App does not cancel your subscriptions.

If you cancel your Subscription, you will still have the right to use the App until the end of your then-current subscription period. We may cancel your Subscription if you fail to pay for your Subscription, violate the Terms, or for any other reason at our sole discretion.

Change of Subscription fee

To the maximum extent permitted by applicable laws, we may change the Subscription fee at any time. We will give you reasonable notice of any such pricing changes by posting the new prices on or through the App and/or by sending you an email notification, or in other prominent ways. If you do not wish to pay the new Subscription fee, you can cancel your Subscription prior to the change going into effect.

4.2. No Refunds

All purchases on the Service are final and non-refundable and/or non-exchangeable unless otherwise is required by applicable law.

If you cancel your Subscription in the middle of the Subscription period you will not receive a refund of any portion of the Subscription fee paid for the then-current Subscription period at the time of cancellation.

Notice for the EU residents. You hereby request immediate performance of the Terms of Use and acknowledge that you will lose your right of withdrawal from the Terms of Use once they are fully performed. Therefore, if you cancel the Terms of Use for any reason and without justification within 14 calendar days from the date of your registration on the Website, you are entitled to the proportionate refund (i.e., for unspent credits only).

4.3. Special Offers

Promotional Offers: Klara AI reserves the right to make promotional offers available with varying features, pricing, and conditions. These promotional offers may be made available at Klara AI's sole discretion and may be limited to certain Users or groups of Users, as well as non-Users. The availability, duration, and specific terms of any promotional offers will be determined exclusively by Klara AI.

Third-Party Advertising: You acknowledge and agree that Klara AI may permit the display of third-party advertisements, including personalized advertising tailored to your interests, in connection with your use of the Service. The personalization of such advertising may involve the use of your personal data, as outlined in our Privacy Policy. We encourage you to review our Privacy Policy to understand how your data is utilized in relation to third-party advertising.

Limitation of Liability: Klara AI disclaims any and all liability for interactions or transactions that you may choose to engage in with third-party advertisers. This includes, but is not limited to, any reliance on the content of the advertisements

or any subsequent commercial transactions between you and the third-party advertisers. Klara AI does not endorse, warrant, or guarantee any products or services offered through third-party advertisements and is not responsible for the quality, legality, or accuracy of the products or services offered by such third parties.

4.4. Referral Policy

4.4.1. Program Name

The Golden Referral Link Program is an exclusive, invitation-only initiative aimed at acquiring new users. The referral program, as defined herein, shall be referred to as the "Golden Referral Link Program" (hereinafter, the "Program").

4.4.2. Maximum Number of Influencers

The total number of eligible participants acting as influencers under the Program is strictly limited to 200 individuals (hereinafter, "Influencers"). Participation beyond this cap will not be permitted.

4.4.3. Availability of Premium Memberships

The Program provides for a maximum of 10,000 lifetime premium memberships, which will be made available to users on a first-come, first-served basis. The allocation of these memberships is contingent upon the referred users successfully completing the process of opening a virtual card within the Klara AI.

4.4.4. Benefits

Influencers who qualify under this Program, as well as the users they refer to,

shall be granted lifetime access to all paid features of the Klara AI. Such benefits are non-transferable and shall remain in effect for the lifetime of the account, subject to compliance with the terms and conditions outlined by Klara AI.

Users must renew their virtual card within 24 hours of its expiration to retain access to the lifetime premium membership. Failure to do so will result in the termination of the premium membership.

4.4.5. Conditions for Influencers

To qualify for participation in the Program, Influencers must meet the following conditions:

- Influencers must be registered users of the Klara AI.
- Influencers must have successfully opened a virtual card within the Klara AI.

Failure to meet these conditions will result in ineligibility for participation in the Program and for the associated benefits.

4.4.6. Terms of membership in the Programme.

Invitation-Only Access:

1. Each designated influencer participating in the Program (hereinafter referred to as "Influencer") shall receive a unique referral link, which may be distributed to their followers or audience through various communication channels. Influencers are expected to promote their unique referral links across their social media platforms, blogs, and other

personal networks. All promotional activities and content shared by Influencers shall be consistent with Klara's guidelines and must comply with applicable laws, including but not limited to consumer protection and advertising standards, and shall not make any false or misleading claims regarding Klara's services or the benefits provided under the Program.

2. Each referral link grants the referred user lifetime access to all premium features of the Klara AI (hereinafter referred to as "Lifetime Access"), contingent upon the referred user's successful registration and opening of a virtual card within the Klara AI.
3. Influencers will receive five (5) Klara Coins for every referred user who, through the use of the Influencer's referral link, successfully registers and opens a virtual card within the Klara AI.

User Journey:

1. Users receiving the Golden Referral Link (hereinafter referred to as "Recipients") must register with Klara AI using the referral link provided by the Influencer. Only registrations initiated through the referral link will automatically unlock all paid features for life.

Monitoring

1. The Influencer acknowledges and agrees that Klara AI (hereinafter referred to as the "Company") reserves the right to continuously monitor the Influencer's compliance with the terms and conditions of Program (hereinafter referred to as the "Program"). Such monitoring may include,

but is not limited to, evaluating adherence to the requirements outlined in the Program.

2. The Company may implement and utilize various tracking mechanisms to monitor the usage of referral links provided to the Influencer. These mechanisms will also track the performance and effectiveness of the Influencer's activities under the Program, including but not limited to the number of users referred, the opening of virtual cards by such users, and the subsequent activation of premium features.
3. The Influencer agrees to maintain regular communication with the Company to ensure ongoing compliance with the Program's requirements. This communication may include the provision of support, assistance, and resources to the Influencer, as well as opportunities for the Company to gather feedback on the Influencer's experience and performance. The Influencer acknowledges that this ongoing dialogue is a fundamental component of the Program and is essential to ensuring its successful execution.

5. User Representations

By using the Service, you represent and warrant that:

- b. you have the proper legal capacity and you agree to comply with these Terms, you have the right, authority, and capacity to enter into this Agreement and abide by all of the terms and conditions of this Agreement,;

- c. you are not under the age of 18 (or 23 for Loan Acquisition Assistance Services) or of the reciprocal age of majority in your state or jurisdiction;
- d. you will not access the Service through automated or non-human means, whether through a bot, script or otherwise;
- e. you will not use the Service for any illegal or unauthorized purpose;
- f. you are not subject to sanctions imposed by the United Nations Security Council, the United States of America, the United Kingdom, the European Union, and/or the country of your citizenship or nationality and you are not located in a country that is subject to any such sanctions or in a country or territory that has been designated as a terrorist supporting country by the United Nations, the United States of America, the United Kingdom and/or the European Union; and
- g. your use of the Service will not violate any applicable law or regulation.

If you are under 18 years of age you are not permitted to use the service.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to refuse any and all current or future use of the Service (or any portion thereof).

6. User Content

Certain features on the Service may permit Users to upload content to the Service, including messages, comments, photos, images, data, text, and other types of works (“User Content”) and to publish User Content on the Service. You retain copyright and any other proprietary rights that you may hold in the User Content that you post to the Service.

You are solely responsible for the User Content that you post or publish on the Service and you are responsible for the consequences of posting or publishing such User Content. By posting or publishing User Content, you affirm, represent, and warrant that:

1. you are the creator or owner of the User Content, or have the necessary licenses, rights, consents, and permissions to authorize Klara AI and Users of the Service to use and distribute your User Content as necessary to exercise the licenses granted by you to Klara AI in these Terms and any other agreements between you and Klara AI;
2. your User Content, and the use of your User Content as provided by these Terms, does not and will not:
3. infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
4. contain any kind of plagiarism;
5. slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person;
6. contain any objectionable, defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive, or illegal material;
7. infringe any other Klara AI policies or guidelines to which your User Content is subject;
8. cause Klara AI to violate any law or regulation.

Klara AI does not endorse any User Content or any opinion, recommendation, or advice expressed in any User Content. You agree to waive any legal or equitable right or remedy you have or may have against Klara AI with respect to User Content. We expressly disclaim any and all liability in connection with User Content. If notified by a User or content owner that User Content allegedly does not comply with these Terms, we may investigate the allegation and determine in our sole discretion whether to remove the User Content, which we reserve the right to do at any time and without notice. For clarity, Klara AI does not permit copyright-infringing activities on the Service.

You understand and agree that we are under no obligation to edit or control User Content, and will not be in any way responsible or liable for User Content. Klara AI reserves the right at any time and without prior notice to remove, edit, or block any User Content for any reasons in our sole discretion. The following is a list of examples of User Content that is illegal or prohibited on the Service:

1. is patently offensive to the online community, such as User Content that promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual, harasses or advocates harassment of another person;
2. promotes information that is objectionable, false, defamatory, discriminatory, misleading, or promotes illegal activities or conduct that is objectionable, abusive, threatening, obscene, discriminating, defamatory or libelous;
3. contains inflammatory religious commentaries or inaccurate or misleading quotations of religious texts;

4. infringes, violates, or misappropriates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right or contains any kind of plagiarism;
5. promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacturer-installed copy-protect devices, or providing pirated images, audio or video, or links to pirated images, audio or video files;
6. contains realistic portrayals of people or animals being killed, maimed, tortured, or abused, or content that encourages violence;
7. contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
8. contains false information and features, including inaccurate device data or trick/joke functionality, such as fake location trackers;
9. provides material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under the age of 18;
10. provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
11. engages in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes; and/or

12. has features of pornographic or adult content, including, but not limited, content that represents a sexual act, naked genitals or other graphic material.

7. Prohibited Activities

You may not access or use the Service for any purpose other than that for which we make the Service available. The Service may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a User of the Service, you agree that you shall not:

1. **Data and Content Retrieval:** Systematically retrieve data or other content from the Service for the purpose of creating or compiling, directly or indirectly, a collection, compilation, database, or directory without obtaining our prior written consent.
2. **Unauthorized Use:** Engage in any use of the Service that is unauthorized, including any use that has not been expressly permitted by these Terms of Use.
3. **Third-Party Rights Infringement:** Infringe upon or encourage others to infringe upon any rights of third parties, including but not limited to intellectual property rights, such as copyrights, trademarks, or patents.
4. **Modifications and Derivative Works:** Make any modifications, adaptations, improvements, enhancements, translations, or derivative

works based on the Service or any part thereof without our prior written authorization.

5. **Commercial Exploitation:** Utilize the Service for any revenue-generating endeavor, commercial enterprise, or any other purpose for which the Service is not designed or intended, unless explicitly permitted by us.
6. **Network and Multi-User Access:** Make the Service available over a network or other environment that allows access or use by multiple devices or users simultaneously, unless specifically permitted by us.
7. **Competing Products and Services:** Use the Service to develop, create, or provide a product, service, or software that directly or indirectly competes with or serves as a substitute for the Service, without our prior written consent.
8. **Misuse of Intellectual Property:** Utilize any proprietary information, interfaces, or other intellectual property belonging to Klara AI in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices intended for use with the Service without prior written authorization from Klara AI.
9. **Security Features Interference:** Circumvent, disable, or otherwise interfere with any security-related features of the Service, including but not limited to features that prevent or restrict access to the Service or protect the Service from unauthorized use.

10. **Unauthorized Framing and Linking:** Engage in unauthorized framing of or linking to the Service without express permission from Klara AI.
11. **Service Disruption:** Interfere with, disrupt, or create an undue burden on the Service or the networks and services connected to the Service, whether through technical or other means.
12. **Reverse Engineering and Software Tampering:** Decipher, decompile, disassemble, or reverse engineer any of the software that comprises or in any way makes up a part of the Service.
13. **Bypassing Access Restrictions:** Attempt to bypass any measures implemented by Klara AI to prevent or restrict access to the Service or any portion of the Service.
14. **Malware and Harmful Software:** Upload, distribute, or otherwise introduce any files that contain viruses, worms, trojans, corrupted files, or any other similar software or programs that may damage the operation of another's computer or the integrity of the Service.
15. **Automated Systems and Unauthorized Scripts:** Use, launch, develop, or distribute any automated systems, including but not limited to spiders, robots, cheat utilities, scrapers, or offline readers that access the Service, or employ any unauthorized scripts or other software.

16. **Unsolicited Communications:** Use the Service to send automated queries to any website or to disseminate any unsolicited commercial emails.
17. **Exploitation of Minors:** Exploit children in any form, including through audio, video, photography, or any other digital content.
18. **Objectionable Conduct:** Promote, share, or engage in any information or conduct that is objectionable, abusive, or otherwise prohibited under these Terms.
19. **Disparagement and Harm:** Disparage, tarnish, or otherwise cause harm to Klara AI or the Service, as determined by Klara AI in its sole discretion.
20. **Legal Compliance:** Use the Service in any manner that is inconsistent with applicable laws, regulations, or these Terms of Use.
21. **General Infringement:** Engage in any activities or conduct that otherwise infringe upon these Terms of Use.

8. Content on the Service. Copyright Policy

8.1. Proprietary Rights and License to You

Unless expressly stated otherwise, the Service and all related content are proprietary to Klara AI. This includes, but is not limited to, all source code, databases, functionalities, software, visual interfaces, designs, audio, video, text,

photographs, graphics, and other materials available through the Service, as well as all user-generated content (collectively, the "Content"). Additionally, all trademarks, service marks, logos, and brand identifiers (collectively, the "Marks") used in connection with the Service are either owned or licensed by Klara AI and are protected under applicable intellectual property laws. In the event that Klara AI utilizes the trademarks of its partners, including those belonging to merchants, the rights and conditions for such use are subject to a distinct agreement between Klara AI and the respective partners.

The Content, Marks, and the Service itself are provided on an "AS IS" basis for your personal and informational use only. Except as explicitly permitted by these Terms, no portion of the Service, Content, or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, performed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purposes without our express prior written consent.

Subject to your continued compliance with these Terms, we grant you a revocable, limited, non-exclusive, royalty-free, non-sublicensable, non-transferable license solely for your personal, non-commercial use to install or access and use the Service on wireless electronic devices owned or controlled by you, and to access and use the Service on such devices strictly in accordance with these Terms. This license is limited to use on devices running the Android or iOS operating systems and is further subject to the usage rules set forth by the respective platforms (Google Play or Apple App Store).

Subject to your full compliance with the Terms and to the extent we are lawfully able to grant such rights, we grant you a revocable, limited, non-exclusive, royalty-free, non-sublicensable, non-transferable license to access the User Content solely for your personal, non-commercial use. For the avoidance of doubt, the Terms do not transfer from us to you any of our, or any third party's intellectual property rights to the User Content, and all right, title and interest in and to the Works will remain vested with the applicable owner.

8.2. License to Klara AI

By posting or publishing the User Content, you grant Klara AI and its affiliates, licensees, and successors, to the furthest extent and for the maximum duration permitted by applicable law (including in perpetuity if permitted under applicable law) a non-exclusive, unrestricted, irrevocable, perpetual, worldwide, royalty-free, fully sublicensable (through multiple tiers) license to host, store, transfer, use, display, publicly perform, reproduce, transmit, broadcast, distribute, edit, format, modify, copy, extract and create derivative works of any Works, in whole or in part, in any media now known or not currently known.

9. User Disputes

To the maximum extent allowed by law, you agree to indemnify, defend, and hold Klara AI, along with its subsidiaries, affiliates, officers, agents, partners, and employees, harmless against any and all losses, liabilities, claims, demands, damages, expenses, or costs, including reasonable legal fees, that arise from or relate to your use of the Service, any breach of this Agreement, or any violation of the representations and warranties you have made within these Terms.

Klara AI retains the right, at its discretion and at its own expense, to take control of any matter for which you are required to provide indemnification. Should Klara AI choose to exercise this right, you agree to fully cooperate with Klara AI's defense efforts and continue to provide indemnity as necessary.

10. Non-commercial use by Users

The Service is for personal use only and may not be used in connection with any commercial endeavors. Organizations, companies, and/or businesses may not use the Service for any purpose, unless Klara AI has a separate agreement with such organizations, businesses and companies (e.g. merchants agreements).

11. User Data

We care about data privacy and security. Please review our Privacy Policy. It includes important information that you should review before using the Service, specifically regarding the processing of your personal information by banking institutions and KYC providers, which deliver Banking as a Service (BaaS) and Know Your Customer (KYC) services to Klara AI.

By using the Service, you agree to be bound by the Privacy Policy, which is incorporated into these Terms by reference.

12. Term and Termination

These Terms shall remain in full force and effect while you use the Service. You may terminate your account at any time by contacting customer service at support@theklara.com or by unilaterally terminating your account in the App. If you terminate your account, you remain obliged to pay all outstanding fees, if any, incurred prior to termination relating to your use of the Service.

WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT OR ANY OTHER PROVISION CONTAINED IN THESE TERMS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICE, OR DISABLE, SUSPEND, OR TERMINATE YOUR ACCOUNT WITHOUT WARNING, IN OUR SOLE DISCRETION.

Klara AI will promptly terminate without notice the accounts of Users that are determined by Klara AI to be "Repeat Infringers." A Repeat Infringer is a User who has been notified of infringing activity or has had User Content removed from the Service at least twice.

In addition, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

13. Customer Service

We provide assistance and guidance through customer care representatives.

By providing your mobile telephone number to us, you consent to receive text/Whatsapp messages at that number as requested for account verification, message notifications, and other purposes related to the Service. While we do not charge a fee for text messages, your carrier may charge standard messaging, data, and other fees. You are responsible for those charges. We may send and receive text messages through cellular telephone operators or other networks,

and the level of reliability may vary. We are not responsible for the timeliness or final delivery of the message, as this is outside our control and is the responsibility of the cellular telephone operator or other networks. Notwithstanding the foregoing, we will use your mobile number in accordance with our Privacy Policy.

By providing your phone number, you consent to receive autodialed or prerecorded calls from us at the phone number that you have provided to us, including any mobile telephone number, to: (a) facilitate conversations between you and other Users; or (b) otherwise provide our Services or enforce these Terms. You are not required to provide your consent to these calls as a condition of purchase on the Service. Standard telephone minute charges may apply. We may, without further notice or warning, and in our sole discretion, monitor or record telephone conversations that we have with you or anyone acting on your behalf for quality control and training purposes or to protect our rights, and you expressly consent to such monitoring. If you do not consent to the monitoring or recording of any call, you may notify our representative during the call, and we will accommodate your request where required by law.

You have the right to opt-out of receiving autodialed or prerecorded calls at any time. To exercise this right, you may contact us via email: Compliance@theklara.com. Opting out of these calls will not affect your ability to continue using the Service.

When communicating with our customer care representatives, you agree to not be abusive, obscene, profane, offensive, sexist, threatening, harassing, racially

offensive, and to not otherwise behave inappropriately. If we feel that your behavior towards any of our customer care representatives or other employees is at any time not in compliance with the previous sentence, we reserve the right to immediately terminate your membership (without prejudice to the generality of other provisions of this Agreement).

14. Third-Party Links And Websites

We may provide you with access to third-party links and websites over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such third-party links and access to third-party websites “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of third-party links or websites.

Any use by you of third-party links or websites offered through the Service is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which the third-party links and websites are provided by the relevant third-party provider(s).

15. Modifications and Interruptions

We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify, temporarily or permanently, the Service (or any part thereof) at our sole discretion at any time or for any reason without notice to you.

We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Service.

We cannot guarantee the Service will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Service, resulting in interruptions, delays, or errors.

You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Service during any downtime or discontinuance of the Service.

Nothing in these Terms will be construed to obligate us to maintain and support the Service or to supply any corrections, updates, or releases in connection therewith.

16. Governing Law

These Terms are governed by, and construed in accordance with the law of England and Wales.

To the extent that any action relating to any dispute hereunder is for whatever reason not submitted to arbitration, each of the parties submits to the exclusive jurisdiction to the courts of England and Wales to settle any disputes which may arise out of or in connection with this Agreement and that accordingly the relevant proceedings must be brought in such courts.

The parties irrevocably submit to the personal jurisdiction and venue of the courts of England and Wales and waive any defenses of improper venue or *forum non conveniens*.

17. DISPUTE RESOLUTION BY MANDATORY BINDING ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THE FOLLOWING ARBITRATION AGREEMENT IN THIS SECTION 17 ("ARBITRATION AGREEMENT") CAREFULLY. IT REQUIRES YOU TO ARBITRATE DISPUTES WITH KLARA AI AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

17.1. Applicability of Arbitration Agreement

This Arbitration Agreement governs any dispute between you and Klara AI (and each of our respective agents, corporate parents, subsidiaries, affiliates, predecessors in interest, successors, and assigns) including but not limited to claims arising out of or relating to any aspect of the relationship between you and Klara AI, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before these Terms or any prior agreement; and claims that may arise after the termination of these Terms. However, (1) you may assert claims in small claims court if your claims qualify within the scope of your jurisdiction; and (2) you or Klara AI may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before the effective date of these Terms or any prior version of these Terms.

The relevant arbitrator shall have sole authority to determine applicability of the Arbitration Agreement in each particular case. In the event that a dispute

involves both issues that are subject to arbitration and issues that are not subject to arbitration, the parties unequivocally agree that any legal proceeding regarding the issues not subject to arbitration shall be stayed pending resolution of the issues subject to arbitration.

17.2. Initial Dispute Resolution

Most disputes can be resolved without resort to arbitration. If you have any dispute with Klara AI, you agree that before taking any formal action, you will contact us at support@theklara.com, and provide a brief, written description of the dispute and your contact information. The parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with Klara AI, and good faith negotiations will be a condition to either party initiating an arbitration.

17.3. Binding Arbitration

If the parties do not reach an agreed-upon solution within a period of sixty (60) days from the time informal dispute resolution is initiated under the Initial Dispute Resolution provision above, then either party may initiate binding arbitration as the sole means to resolve claims subject to the terms set forth below. Specifically, all claims arising out of or relating to these Terms (including the Terms formation, performance, and breach), the parties relationship with each other, and/or your use of the Service will be finally settled by binding arbitration before one arbitrator administered by:

1. the London Court of International Arbitration ("LCIA") if you are not a U.S. resident. Disputes are subject to the most current version of the LCIA

Arbitration Rules when the notice of arbitration is submitted. Information about the LCIA's rules can be found at [https://www.lcia.org/Dispute Resolution Services/LCIA Arbitration.aspx](https://www.lcia.org/Dispute%20Resolution%20Services/LCIA%20Arbitration.aspx);
or

2. JAMS if you are a U.S. resident. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <https://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <https://www.jamsadr.com/rules-comprehensive-arbitration>. JAMS's rules are also available at <https://www.jamsadr.com> or by calling JAMS at 800-352-5267.

In each case the relevant arbitration rules will apply as modified by this Arbitration Agreement. In the event of a conflict between the applicable arbitration rules and these Terms, these Terms shall govern unless otherwise agreed by the parties and the relevant arbitrator.

If the relevant administrator of arbitration is not available to arbitrate, the parties will select an alternative arbitral forum.

17.4. Arbitration Proceedings

Initiating Arbitration. To start an arbitration, you must follow instructions available at:

1. <https://www.lcia.org/adr-services/lcia-notes-for-parties.aspx#5.%20COMMENCING%20AN%20LCIA%20ARBITRATION> for LCIA; or
2. <https://www.jamsadr.com/submit/> for JAMS.

Arbitration Fees. If you are a consumer and you initiate arbitration, the only fee required to be paid is \$250 and the other part of the filing fee (if any) will be borne by us. If the arbitrator finds the arbitration initiated by you to be non-frivolous and/or not in bad faith, all other arbitration costs will be borne by Klara AI. If Klara AI initiates arbitration against you and you are a consumer, Klara AI will pay for all costs associated with the arbitration. The parties are responsible for paying their own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise.

Should either party bring a dispute involving issues subject to arbitration in a forum other than arbitration, the court or the arbitrator shall have the authority to award reasonable costs, fees and expenses, including reasonable attorneys' fees, incurred by the other party in successfully staying or dismissing, in whole or in part, such other proceeding or in otherwise enforcing compliance with this Arbitration Agreement.

Arbitrator Selection. The arbitrator must be neutral, and you will have a reasonable opportunity to participate in the process of choosing the arbitrator.

Arbitration Hearings. The arbitrator will conduct hearings, if any, by teleconference or videoconference (based on written and/or electronic filing of documents), rather than by personal appearances, unless the arbitrator

determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances, provided that if you are a consumer, you have a right to an in-person hearing in your hometown area. If the parties are unable to agree on a location, such determination should be made by the administrator of arbitration or by the arbitrator.

Consumer Remedies. If you are a consumer, remedies that would otherwise be available to you under applicable laws will remain available under this Arbitration Agreement, unless you retain the right to pursue such remedies in court as per this Agreement.

Discovery of Non-privileged Information. As part of the arbitration, both you and we will have the opportunity for discovery of non-privileged information that is relevant to the claim.

Choice of Law. The arbitrator shall apply:

- if you are not a U.S. resident, the laws of England and Wales (also known as English Law), without regard to English Law's conflict of laws rules; or
- If you are a U.S. resident, Delaware law is consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law.

Arbitrator's Award. An arbitrator's award will consist of a written statement stating the disposition of each claim. The award will also provide a concise

written statement of the essential findings and conclusions on which the award is based.

The arbitration award shall be final and binding on the parties. Judgment on the arbitrator's award may be entered in any court of competent jurisdiction.

17.5. Class Action Waiver and Jury Trial Waiver

THE ARBITRATOR HAS NO AUTHORITY TO AWARD PUNITIVE DAMAGES. NEITHER YOU NOR KLARA AI AGREES TO ANY ARBITRATION ON A CLASS BASIS, AND THE ARBITRATOR SHALL HAVE NO AUTHORITY TO PROCEED ON SUCH A BASIS. A PARTY MAY ASSERT A CLAIM OR COUNTERCLAIM ONLY IN THAT PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF CLASS PROCEEDING. UNDER THE ARBITRATION AGREEMENT, ARBITRATOR SHALL NOT COMBINE OR CONSOLIDATE MORE THAN ONE PARTIES CLAIMS WITHOUT THE WRITTEN CONSENT OF ALL AFFECTED PARTIES TO AN ARBITRATION PROCEEDING.

BY AGREEING TO THE ARBITRATION OF DISPUTES AS SET FORTH HEREIN, YOU AGREE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL AND LIMITING YOUR RIGHT TO APPEAL AND YOU UNDERSTAND THAT YOU ARE WAIVING YOUR RIGHTS TO OTHER AVAILABLE RESOLUTION PROCESSES, SUCH AS A COURT ACTION.

17.6. Litigation of Intellectual Property and Small Claims Court Claims

Notwithstanding the parties decision to resolve all disputes through arbitration, either party may bring enforcement actions, validity determinations or claims arising from or relating to theft, piracy or unauthorized use of intellectual property in court with jurisdiction or in other relevant state authority to protect its intellectual property rights. Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

17.7. 30-Day Right to Opt Out

You have the right to opt out and not be bound by the arbitration and class action waiver provisions set forth above by sending electronic notice of your decision to opt out to Compliance@theklara.com with the subject line, "ARBITRATION AND CLASS ACTION WAIVER OPT-OUT." The notice must be sent within 30 days of (a) the effective date of these Terms; or (b) your first date that you used the Service that contained any versions of the Terms that substantially included this version of the Arbitration Agreement (including class action waiver), whichever is later. Otherwise, you will be bound to arbitrate disputes in accordance with the terms of these paragraphs. If you opt out of this Arbitration Agreement, Klara AI also will not be bound by it.

In order to be effective, the opt out notice must include your full name and clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve disputes in accordance with Section 16. "Governing Law and Venue."

17.8. Severability of Arbitration Agreement

If any portion of this Arbitration Agreement is found to be unenforceable or unlawful for any reason, (a) the unenforceable or unlawful provision shall be severed from these Terms; (b) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of this Arbitration Agreement or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Arbitration Agreement; and (c) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in court in accordance with Section 16. "Governing Law and Venue," and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Arbitration Agreement is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this Arbitration Agreement will be enforceable.

17.9. Survival

This Arbitration Agreement will survive any termination of your use of the Service.

18. Entire Agreement

This Agreement and all other provisions referenced herein contains the entire agreement between you and us regarding the use of the Service. If any provision

of these Terms is held invalid, the remainder of these Terms shall continue in full force and effect.

All policies, which may be adopted or introduced by us from time to time, including but not limited to Privacy Policy constitute an integral part of this Agreement are incorporated into this Agreement by reference.

19. Corrections

There may be information at the Service that contains typographical errors, inaccuracies, or omissions that may relate to the Service, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information at the Service at any time, without prior notice.

20. DISCLAIMER

THE SERVICE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICE WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THIS SERVICE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF

CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF SECURE SERVERS WE USE AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE.

WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. FURTHERMORE, KLARA AI DISCLAIMS ANY LIABILITY OR RESPONSIBILITY FOR THE FUNCTIONALITY, CONTENT, OR LEGALITY OF ANY MERCHANT WIDGETS UTILIZED THROUGH ITS PRODUCTS.

AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

21. LIMITATION OF LIABILITIES

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, CONTRACTORS, AFFILIATES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SERVICE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE LESSER OF THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE SIX (6) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING OR \$1,000.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

22. Indemnification

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, contractors and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys fees and expenses, made by any third party due to or arising out of: (1) use of the Service; (2) breach of these Terms; (3) any breach of your representations and warranties set forth in these

Terms; or (4) your violation of the rights of a third party, including but not limited to intellectual property rights.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

23. Electronic Communications, Transactions, and Signatures

Using the Service, sending us emails, completing online forms and using any other form of communication via the Service constitute electronic communications, you consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and at the Service, satisfy any legal requirement that such communication be in writing.

YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICE.

You further acknowledge and agree that by clicking on a button labeled "SUBMIT", "I ACCEPT", "I AGREE" or similar links or buttons, you are submitting a legally binding electronic signature and are entering into a legally binding

contract. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by these Terms. Pursuant to any applicable statutes, regulations, rules, ordinances or other laws, including without limitation the United States Electronic Signatures in Global and National Commerce Act, P.L. 106-229 (the "E-Sign Act") or other similar statutes, YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE SERVICE. Furthermore, you hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature, delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means.

You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

24. Miscellaneous

These Terms and any policies or operating rules posted by us at the Service constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. These Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations

to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.

If any provision or part of a provision of these Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms or use of the Service.

You agree that these Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms and the lack of signing by the parties hereto to execute these Terms.

25. Force Majeure

We shall not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond our reasonable control, including but not limited to: acts of God, such as fire, flood, earthquakes, hurricanes, tropical storms or other natural disasters; war, riot, arson, embargoes, acts of civil or military authority, or terrorism; strikes, or shortages in transportation, facilities, fuel, energy, labor or materials; failure of the telecommunications or information services infrastructure; hacking, SPAM, or any failure of a computer, server or software, for so long as such event continues to delay our performance.

26. Contact Details

KLARA AI EUROPE, SOCIEDAD DE RESPONSABILIDAD LIMITADA

Address:CL PALANGRE Num 13 39 3540 ALICANTE, ALICANTE.

Contact email: Compliance@theklara.com