KLARA AI EUROPE, S.R.L.

TERMS OF USE AND OF THE SERVICE

Klara AI application and platform — myklara.ai

Last updated: 23.07.2026 | Effective date: 24.07.2026

English version. The Spanish-language version is the only legally binding version. In case of discrepancies between language versions, the Spanish version shall prevail.

PLEASE READ CAREFULLY. By using the Klara AI application, the User accepts these Terms of Use and acknowledges KLARA's Privacy Policy. Separate consent (e.g. for WoMoon) is collected independently through the relevant consent mechanism.	**KLARA IS NOT A BANK OR PAYMENT INSTITUTION. KLARA AI EUROPE, S.R.L. operates as a technology provider and digital interface. Financial services (electronic money account, card, execution of payments) are provided by Unlimit EU Ltd, an electronic money institution authorised and supervised by the Central Bank of Cyprus.**	**INFORMATIONAL NATURE OF AI. The responses of the conversational assistant are purely informative and do not constitute medical, financial, tax, legal or any kind of professional advice.**

1. PARTIES AND SUBJECT MATTER

These Terms of Use and of the Service (the «Terms») govern the legal relationship between KLARA AI EUROPE, S.R.L. (Tax ID B19959816, domiciled at Calle Palangre 13, 03540 Alicante, Spain, registered with the Commercial Registry of Alicante, Sheet A-192772, Electronic Folio, Entry 1st, EUID ES03026.000627732, represented by its Sole Director Mr Ruslan Tuleulov, NIE Z1875391E), hereinafter «KLARA», and the user (the «User») of the Klara AI mobile application, the website https://myklara.ai and the services accessible through them (the «Services»).

The Privacy Policy supplements, without replacing, these Terms, and the User acknowledges having received it upon accepting these Terms; where applicable, the WoMoon Consent supplements both. In the event of any discrepancy, the WoMoon Consent shall prevail with respect to the WoMoon feature; for the remainder, these Terms shall prevail.

The Privacy Policy is accessible at all times from the Legal & Policy section of the Website and from the Application settings. The WoMoon Consent is made available to the User at the time of activating the WoMoon feature within the Application, and must be accepted specifically and separately, through explicit consent, for the feature to be enabled.

2. ACCEPTANCE AND AMENDMENTS

By downloading, installing, registering for or using the Services, the User accepts to be bound by these Terms. If the User does not agree, the User must refrain from using the Services.

KLARA may amend the Terms for regulatory, technical or operational reasons. Substantial amendments will be communicated to the User at least thirty (30) calendar days in advance through the Application or by e-mail. Continued use of the Services after the entry into force of the amendments will imply their acceptance; the User may cancel the account without penalty if not in agreement.

3. ELIGIBILITY

In order to use the Services, the User must have reached eighteen (18) years of age and have the legal capacity required to enter into this contract. KLARA does not knowingly collect personal data of persons who have not reached such age. The User further represents that they are not subject to international sanctions adopted by the United Nations Security Council, the European Union, the United States or the United Kingdom.

4. DESCRIPTION OF THE SERVICES

The Services directly provided by KLARA, in its capacity as technology provider, include, without limitation:

- the making available of the Application and the Website;
- the management of the User's account, authentication, support and customer service;
- the technological mediation between the User and Unlimit, through integrations that allow the User to interact with their electronic money account, card and operations;
- a conversational assistant based on artificial intelligence; and
- optional wellness features (including the WoMoon feature, subject to specific consent).

The information, suggestions and «insights» provided by the assistant or through any other channels of the Services are purely informative and indicative and do not constitute financial, investment, tax, legal, medical or professional advice. Decisions taken by the User on the basis of such information are made under the User's sole responsibility.

5. FINANCIAL SERVICES PROVIDED BY UNLIMIT (BaaS)

All financial services accessible through the Platform — including the opening and maintenance of electronic money accounts, IBAN assignment, issuance and management of cards, execution of payment transactions and currency conversion — are issued and processed by Unlimit EU Ltd (HE 328641, 125 Griva Digeni, Limassol 3101, Cyprus), an electronic money institution authorised and supervised by the Central Bank of Cyprus, under a Banking-as-a-Service agreement. KLARA operates strictly as an application layer and digital interface over Unlimit's infrastructure, holds no banking, payment or electronic money licence, does not operate its own payment infrastructure and does not hold the User's funds.

Access to the financial services is conditional upon the User's prior acceptance of Unlimit's general terms and other contractual documentation, as well as upon the successful completion of the identification (KYC) and AML evaluation procedures established by Unlimit. Claims relating to the execution of operations, management of the electronic money account, issuance of cards or compliance with Unlimit's own regulatory obligations must be addressed directly to Unlimit. KLARA will provide reasonable assistance to the User in channelling such claims.

6. ARTIFICIAL INTELLIGENCE ASSISTANT

The Services incorporate a conversational assistant based on artificial intelligence. The assistant's responses are purely informative, may contain errors or inaccuracies and do not constitute professional advice. The assistant does not adopt automated decisions with legal effects on the User within the meaning of art. 22 GDPR, does not execute actions on behalf of the User and does not approve or deny financial products.

The prompts and queries entered by the User are stored by KLARA for the provision of the service. KLARA does not use the User's data to train AI models, configuring its agreements with the AI providers accordingly. The identity of the AI providers used is detailed in the Privacy Policy.

7. SUBSCRIPTIONS, PRICES AND CONSUMER WITHDRAWAL

7.1.Plans and free trial

KLARA offers different Subscription plans, on a monthly or annual basis, the current rates of which will be indicated on the Application's purchase page. Monthly prices range, indicatively, from €5.00 to €42.00. Annual plans are offered at a reduced rate.

New Users currently benefit from a free trial period of one (1) month from registration. Cancellation during the trial period will prevent any subsequent charge. If the User does not cancel before the end of the trial period, the first charge corresponding to the first Subscription cycle will be applied automatically.

7.2.Charging and renewal

The charging of Subscriptions is handled through Stripe by means of Stripe Elements, so that the User's card data is entered in fields hosted by Stripe without passing through KLARA's servers. KLARA does not use the in-app billing mechanisms of the Apple App Store or Google Play for the Subscriptions. The Subscription is automatically renewed at the end of each period, unless cancelled by the User.

7.3.Cancellation

The User may cancel the Subscription at any time from the Application or by request to customer service (support@theklara.com). The cancellation takes effect at the end of the period already paid. Following cancellation, the data generated by the User during the Subscription period is retained so that, in the event of reactivation, the User may recover continuity of experience, subject to the general retention regime of the Privacy Policy.

7.4.Consumer right of withdrawal

The consumer User has the right of withdrawal provided for in arts. 102 to 108 of the Consolidated Text of the General Law for the Defence of Consumers and Users («TRLGDCU»), being entitled to withdraw from the Contract without justification within fourteen (14) calendar days from its conclusion, by means of a communication to support@theklara.com with the subject «Withdrawal».

In accordance with art. 103.m) TRLGDCU, the right of withdrawal does not apply to the supply of digital content where the Service has been initiated with the express consent of the consumer and prior acknowledgement of the loss of the right of withdrawal, which constitutes the standard practice of the Platform. During the free trial period referred to in clause 7.1, given that no charge is made, no refund applies.

8. ACCOUNT AND CREDENTIALS

Access to the Services requires the creation of a personal account. The User undertakes to provide truthful, accurate and up-to-date information, to safeguard their access credentials in a diligent manner (including the strong authentication factors required by Unlimit) and to notify KLARA without delay of any unauthorised use of the account. Each User shall hold a single account. Except with KLARA's express authorisation, the User may not assign, sell, rent or share access to the account.

9. USER CONDUCT AND PROHIBITIONS

The User undertakes to use the Services in accordance with applicable law and in good faith. In particular, the following are prohibited:

- using the Services for unlawful or fraudulent purposes, contrary to public order or to the rights of third parties;

- accessing the Services through unauthorised automated means (bots, scrapers, scripts), systematically extracting data or content, or developing competing products from the Services;
- circumventing or interfering with the security, authentication or access control measures of the Services; introducing viruses, malware or harmful code; or reverse-engineering the software;
- publishing or disseminating, through the social functionalities of the Application, content that is unlawful, defamatory, discriminatory, obscene, violent or infringing the rights of third parties;
- using the AI assistant for purposes prohibited by applicable law or to generate unlawful content.

Failure to comply with the above prohibitions will entitle KLARA to adopt the measures provided for in clause 12, without prejudice to any legal actions that may apply.

10. INTELLECTUAL PROPERTY

The Services, their code, design, content, trademarks and any other elements are owned by KLARA or licensed to KLARA and are protected under applicable law. KLARA grants the User a revocable, limited, non-exclusive, non-transferable, royalty-free licence, exclusively for personal and non-commercial use, to access the Services and install the Application on devices owned by the User. Any other use shall require KLARA's prior written authorisation.

The User retains ownership of the content published through the functionalities of the Services. By publishing such content, the User grants KLARA a non-exclusive, worldwide and royalty-free licence to host it, store it and display it, solely to the extent necessary for the provision of the Services.

11. PRIVACY AND DATA PROTECTION

The processing of the User's personal data is governed by KLARA's Privacy Policy, which the User acknowledges having received. This acknowledgment does not constitute consent to processing that requires a separate legal basis. Consent, where required, is collected separately at the point where the relevant feature or communication is offered — in particular through the WoMoon Consent for the WoMoon feature and through the cookie banner or equivalent in-app mechanism for tracking and marketing preferences. The User may at any time withdraw or modify any consent given, and exercise the rights afforded under Regulation (EU) 2016/679 («GDPR») and Organic Law 3/2018, by contacting compliance@theklara.com.

12. SUSPENSION AND TERMINATION

The User may terminate the Contract at any time by cancelling the Subscription and/or deleting the account. KLARA may suspend or terminate the Contract, with or without prior notice depending on the seriousness of the cause, in the following cases:

- breach of essential obligations of the Contract;
- fraudulent or unlawful use of the Services;
- request of a competent authority;
- decision of Unlimit preventing the continuity of the financial services; or
- discontinuation of the Service or of substantial functionalities, subject to reasonable prior notice.

13. WARRANTIES AND LIABILITY

Where the User has the status of consumer, KLARA will provide the Services in accordance with the conformity criteria required by arts. 115 to 121 TRLGDCU. The consumer shall have the mandatory rights afforded therein. The provisions of these Terms shall be construed without prejudice to the consumer's mandatory rights.

Without prejudice to the foregoing, and to the maximum extent permitted by applicable law, the Services are provided «as is» and KLARA does not warrant uninterrupted availability, the absence of errors or

the specific results that the User may intend to obtain. KLARA shall not assume liability for:

- the conduct of Unlimit or other regulated providers;
- decisions taken by the User on the basis of the AI assistant's responses;
- unauthorised accesses resulting from the User's negligence in safeguarding credentials.

The above exclusions shall not apply to the consumer User insofar as they would constitute mandatory law.

14. INDEMNIFICATION

Any User who does not have the status of consumer shall hold KLARA harmless against any third-party claim arising from the User's improper use of the Services, from the breach of the Contract or from the infringement of third-party rights. The liability of the consumer User is governed by the general rules of contractual and non-contractual civil liability.

15. GOVERNING LAW AND JURISDICTION

These Terms are governed by Spanish law and by the applicable legislation of the European Union. Where the User has the status of consumer, the most favourable mandatory provisions of the law of the country of their habitual residence shall likewise apply (art. 6 of Regulation (EC) 593/2008, «Rome I»).

Disputes shall be submitted to the courts of the consumer's domicile or to those of KLARA's domicile, at the consumer's choice, in accordance with arts. 17 to 19 of Regulation (EU) 1215/2012. For Users not having the status of consumer, the Parties submit to the Courts and Tribunals of Alicante (Spain).

Without prejudice to the consumer User's right to bring legal proceedings, the User is informed that it may submit disputes arising from this Contract to consumer alternative dispute resolution entities accredited under Law 7/2017 of 2 November, transposing into Spanish law Directive 2013/11/EU, including, where appropriate, the National Consumer Arbitration Board or the competent regional arbitration boards. The list of accredited entities is available at https://consumer-redress.ec.europa.eu/dispute-resolution-bodies. KLARA is not generally adhered to an alternative dispute resolution system, without prejudice to its willingness to handle in good faith the claims that the User addresses directly through the channels indicated in Section 17.

16. GENERAL PROVISIONS

These Terms, together with the Privacy Policy and, where applicable, the WoMoon Consent, constitute the entire agreement between the Parties. The invalidity of any one clause shall not affect the validity of the remaining ones. KLARA may assign its rights and obligations to companies of its group or to third parties in the context of corporate operations or reorganisations, without diminishing consumer rights.

17. CONTACTS

Customer service	support@theklara.com
Privacy and compliance	compliance@theklara.com
Address	KLARA AI EUROPE, S.R.L. – Calle Palangre 13, 03540 Alicante (Spain)

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