

Terms of Use and Service

Last updated: June 23, 2025

PLEASE NOTE: THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION IN SECTION 17 THAT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT WITH RESPECT TO ALL SERVICES. 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://myklara.ai/> (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 "KlaraAI".

These Terms of Use and Service ("Terms" or "Agreement") are an agreement between You as a user ("User") of the Service and Us. 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.

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 the Klara AI Privacy Policy. If you do not agree with all of these Terms, you are expressly prohibited from using the Service and you must discontinue use immediately.

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

It is your responsibility to periodically review these Terms to stay informed of updates.

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.

By agreeing to these Terms, you represent and warrant 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 use of the Service is in compliance with all applicable laws and regulations.

Users are strictly prohibited from accessing or using any loan granted with Klara AI assistance unless they are at least 23 years of age.

You use the Service at your own risk and responsibility and you are solely and exclusively responsible for the use of 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.
- **Account and e-money services** are provided by Unlimit EU Ltd, company number HE 328641, registered at 125 Griva Digeni, Limassol 3101, Cyprus. Unlimit is licensed and regulated by the Central Bank of Cyprus as an Electronic Money Institution.
- **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: Klara AI is not a banking or financial institution. It does not offer banking services or financial products directly. The services provided are intended to assist users in managing their financial needs and do not replace professional financial, legal, or investment advice.

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. During registration you need to provide a valid phone number and/or other information as required. You agree that the information you provide is accurate and that you will keep it accurate and up-to-date at all times.

You are responsible for maintaining the confidentiality of your username and password, and you are fully responsible for all activities 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. Klara AI reserves all available legal rights and remedies to prevent unauthorized use.

You agree to keep your contact and billing information true, accurate, complete and up-to-date, and to comply with all billing procedures.

4. Subscriptions, Commissions and Refunds

By subscribing to the services offered by Klara AI, you agree to the following fee structure:

- **Monthly Subscription Fee:** Users will be charged a monthly subscription fee ranging from EUR 5.00 to EUR 42.00, depending on the selected plan. This fee is not considered a payment for loan and savings services.
- **Transaction Interchange Fee:** Klara AI will collect an interchange fee of approximately 0.5% on the total value of each transaction. This fee may vary depending on the user's destination.

4.1. Subscription

Once you subscribe, we will automatically charge your Subscription fee on each renewal date. The subscription renews automatically at the end of each period until you cancel or we terminate your access in accordance with the Terms.

By purchasing the Subscription, you agree to an initial and recurring Subscription fee and accept responsibility for all recurring charges until you cancel. You authorize Klara AI to supply your payment details to a third-party payment provider for processing. Your card provider may charge currency conversion fees.

Subscription Cancellation

You can cancel your Subscription at any time. Deleting the App does not cancel your subscriptions. If you cancel, you will still have access until the end of your current subscription period. We may cancel your Subscription if you fail to pay, violate the Terms, or for any other reason at our sole discretion.

4.2. No Refunds

All purchases on the Service are final and non-refundable unless otherwise required by applicable law. If you cancel in the middle of a Subscription period you will not receive a refund for that period.

Notice for EU residents: You hereby request immediate performance of the Terms and acknowledge that you will lose your right of withdrawal once they are fully performed. If you cancel within 14 calendar days from registration without justification, you are entitled to a proportionate refund for unspent credits only.

4.3. Special Offers

Klara AI reserves the right to make promotional offers available with varying features, pricing, and conditions at its sole discretion. Klara AI may permit the display of third-party personalized advertising in connection with your use of the Service, as outlined in our Privacy Policy. Klara AI disclaims any liability for interactions or transactions with third-party advertisers.

4.4. Referral Policy — Golden Referral Link Program

The Golden Referral Link Program is an exclusive, invitation-only initiative aimed at acquiring new users. Key terms:

- The total number of eligible Influencers is strictly limited to 200 individuals.
- The Program provides for a maximum of 10,000 lifetime premium memberships, allocated on a first-come, first-served basis.
- Influencers and referred users will receive lifetime access to all paid features of Klara AI, subject to compliance with Klara AI's terms.
- Users must renew their virtual card within 24 hours of expiration to retain access to the lifetime premium membership.
- Influencers must be registered users of Klara AI and must have successfully opened a virtual card.
- Each referral link grants the referred user lifetime access to all premium features, contingent on successful registration and opening of a virtual card.
- Influencers will receive five (5) Klara Coins for every user they refer who successfully registers and opens a virtual card.
- Klara AI reserves the right to continuously monitor Influencer compliance with the Program terms.

5. User Representations

By using the Service, you represent and warrant that:

- You have the proper legal capacity and agree to comply with these Terms.
- You are not under the age of 18 (or 23 for Loan Acquisition Assistance Services).
- You will not access the Service through automated or non-human means, whether through a bot, script, or otherwise.
- You will not use the Service for any illegal or unauthorized purpose.
- You are not subject to sanctions imposed by the UN Security Council, the United States, the United Kingdom, the European Union, and/or the country of your citizenship or nationality.
- Your use of the Service will not violate any applicable law or regulation.

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.

6. User Content

Certain features on the Service may permit Users to upload content including messages, comments, photos, images, data, text, and other types of works ("User Content"). You retain copyright and any other proprietary rights 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. By posting User Content, you affirm that you are the creator or owner, 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.

Your User Content must not: infringe any third-party intellectual property rights; contain plagiarism; defame or invade the privacy of any other person; contain objectionable, abusive, obscene, offensive, or illegal material; or cause Klara AI to violate any law.

Klara AI does not endorse any User Content. We reserve the right to remove, edit, or block any User Content at any time and without notice. The following User Content is prohibited:

- Content that promotes racism, bigotry, hatred, or physical harm of any kind.
- Content that promotes false, defamatory, discriminatory, or misleading information or illegal activities.
- Content that infringes or misappropriates any third-party intellectual property rights.
- Content that promotes pirated software, copyrighted works, or circumvention of copy-protection.
- Content that portrays violence against people or animals, or encourages violence.
- Content that exploits minors in a sexual or violent manner, or solicits personal information from minors.
- Content that provides instructional information about illegal activities.
- Pornographic or adult content.

7. Prohibited Activities

You may not access or use the Service for any purpose other than that for which we make it available. As a User, you agree that you shall not:

- Systematically retrieve data or content from the Service to create a database or directory without our prior written consent.
- Engage in any unauthorized use of the Service.
- Infringe upon or encourage others to infringe upon any third-party rights, including intellectual property rights.
- Make modifications, adaptations, or derivative works of the Service without our prior written authorization.
- Utilize the Service for any revenue-generating or commercial endeavor not designed or intended by the Service.
- Make the Service available over a network allowing simultaneous access by multiple users without specific permission.
- Use the Service to develop competing products or services without our prior written consent.
- Circumvent, disable, or interfere with any security-related features of the Service.
- Engage in unauthorized framing of or linking to the Service.
- Interfere with, disrupt, or create an undue burden on the Service or connected networks.
- Decipher, decompile, disassemble, or reverse engineer any software comprising the Service.

- Upload or distribute any files containing viruses, worms, trojans, or other harmful software.
- Use automated systems, spiders, robots, scrapers, or offline readers to access the Service.
- Send automated queries to any website or disseminate unsolicited commercial emails.
- Exploit children in any form through any digital content.
- Disparage, tarnish, or otherwise cause harm to Klara AI or the Service.
- Use the Service in any manner inconsistent with applicable laws, regulations, or these Terms.

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, including all source code, databases, functionalities, software, visual interfaces, designs, audio, video, text, photographs, graphics, and other materials (collectively, the "Content"), as well as all trademarks, service marks, logos, and brand identifiers (the "Marks").

The Content, Marks, and the Service are provided on an "AS IS" basis for your personal and informational use only. No portion of the Service, Content, or Marks may be copied, reproduced, or otherwise exploited for 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 for personal, non-commercial use of the Service on wireless electronic devices owned or controlled by you.

8.2. License to Klara AI

By posting or publishing User Content, you grant Klara AI and its affiliates, licensees, and successors a non-exclusive, unrestricted, irrevocable, perpetual, worldwide, royalty-free, fully sublicensable license to host, store, transfer, use, display, reproduce, transmit, broadcast, distribute, edit, format, modify, copy, extract and create derivative works of any such content, 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.

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.

11. User Data

We care about data privacy and security. Please review our Privacy Policy, which includes important information specifically regarding the processing of your personal information by banking institutions and KYC providers that 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 incurred prior to termination.

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 TO ANY PERSON FOR ANY REASON, INCLUDING FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OR OF ANY APPLICABLE LAW. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICE, OR DISABLE, SUSPEND, OR TERMINATE YOUR ACCOUNT WITHOUT WARNING.

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

We reserve the right to take appropriate legal action, including 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 for account verification, message notifications, and other purposes related to the Service. Standard messaging and data charges from your carrier may apply.

By providing your phone number, you consent to receive autodialed or prerecorded calls from us to facilitate conversations between you and other Users or to otherwise provide our Services. You are not required to provide consent to these calls as a condition of purchase. We may monitor or record calls for quality control and training purposes, and you expressly consent to such monitoring.

You have the right to opt-out of receiving autodialed or prerecorded calls at any time by contacting us at Compliance@theklara.com.

When communicating with our customer care representatives, you agree to not be abusive, obscene, profane, offensive, threatening, harassing, or racially offensive. We reserve the right to immediately terminate your membership if we determine your behavior is inappropriate.

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 or input.

You acknowledge and agree that we provide access to such third-party links and 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 of third-party links or websites offered through the Service is entirely at your own risk and discretion.

15. Modifications and Interruptions

We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify 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. 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.

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 not submitted to arbitration, each of the parties submits to the exclusive jurisdiction of the courts of England and Wales to settle any disputes arising out of or in connection with this Agreement.

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 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, including 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. Exceptions: (1) you may assert claims in small claims court if your claims qualify; and (2) you or Klara AI may seek equitable relief in court for infringement or other misuse of intellectual property rights.

17.2. Initial Dispute Resolution

Most disputes can be resolved without arbitration. If you have a dispute with Klara AI, you agree that before initiating any formal proceeding, you will contact us at support@theklara.com with a brief written description of the dispute and your contact information. The parties agree to make their best efforts to resolve any dispute through good-faith negotiations.

17.3. Binding Arbitration

If the parties do not reach an agreed solution within sixty (60) days from the time informal dispute resolution is initiated, either party may initiate binding arbitration administered by:

- The London Court of International Arbitration ("LCIA") if you are not a U.S. resident. Information: <https://www.lcia.org/>
- JAMS if you are a U.S. resident. Claims under \$250,000 are subject to JAMS Streamlined Arbitration Rules; all other claims to JAMS Comprehensive Arbitration Rules. Information: <https://www.jamsadr.com/>

17.4. Arbitration Proceedings

Arbitration Fees: If you are a consumer and initiate arbitration, the only fee required is \$250; the remainder of the filing fee will be borne by us. If the arbitrator finds the arbitration non-frivolous, all other arbitration costs will be borne by Klara AI.

Arbitration Hearings: The arbitrator will conduct hearings by teleconference or videoconference rather than in person, unless the arbitrator determines an in-person hearing is appropriate. If you are a consumer, you have a right to an in-person hearing in your hometown area.

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. A PARTY MAY ASSERT A CLAIM ONLY IN THAT PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS PROCEEDING. BY AGREEING TO ARBITRATION, YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL AND LIMITING YOUR RIGHT TO APPEAL.

17.6. Litigation of Intellectual Property and Small Claims Court Claims

Notwithstanding the decision to resolve all disputes through arbitration, either party may bring enforcement actions or claims arising from theft, piracy, or unauthorized

use of intellectual property in court, or seek relief in a small claims court for disputes within the scope of that court's jurisdiction.

17.7. 30-Day Right to Opt Out

You have the right to opt out of the arbitration and class action waiver provisions by sending electronic notice to Compliance@theklara.com with subject line "ARBITRATION AND CLASS ACTION WAIVER OPT-OUT" within 30 days of (a) the effective date of these Terms; or (b) your first use of the Service under these Terms, whichever is later.

17.8. Severability

If any portion of this Arbitration Agreement is found to be unenforceable or unlawful, that provision shall be severed from these Terms. The severance shall have no impact on the remainder of this Arbitration Agreement or the parties' ability to compel arbitration of any remaining claims on an individual basis.

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, including but not limited to the Privacy Policy, constitute an integral part of this Agreement and 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 RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY PERSONAL INFORMATION OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE, (5) ANY BUGS, VIRUSES, OR TROJAN HORSES 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.

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 intellectual property rights.

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 with our defense of such claims.

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 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.

By clicking on a button labeled "SUBMIT", "I ACCEPT", "I AGREE" or similar, you are submitting a legally binding electronic signature and are entering into a legally binding contract.

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.

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 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.

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, 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