

Terms of Service

Effective date: January 07, 2024

Welcome to the products and services (“**Services**”) provided by QELA (“**we**”, “**us**”, “**our**”, “**QELA**”, “**Service**”). If you have any questions, comments or concerns regarding these Terms or our Services, please contact us at hello@qela.app

1. Agreement; Structure of Our Terms and Services

1.1. These Terms of Service and any Addenda entered into by you and us (together, the “**Terms**”), contain the terms and conditions that apply to our Services. By clicking the “I Accept” box, you indicate that these Terms are a binding agreement between you, who represents that you are an authorized representative of the organization or entity (referred to as “**you**” or “**your**”) which has created your user account (“**Account**” “**Personal Account**”) and us and that you have read and understood the following terms, including those in our Privacy Policy.

1. QELA is a SaaS and white label software solution for organizations and communities that helps them engage and retain volunteers, donors, customers and supporters. The administrative web platform and the on phone app help campaign managers, community leaders, communications specialists and the marketing team manage, educate, and target a wide audience, and involve them into the decision-making process through news feeds, quests, campaign events, and voting.

The solution helps to build and develop a community by enriching an organization's profile and filling it with different types of activities for supporters (participants of the organization) to keep them engaged. It also allows each supporter to create their own profile to participate in these activities.

QELA consists of gamification features such as awards for finishing each task (quests): influential points (Vote Weight) and points for the talents list. Vote Weight is a part of the voting process and allows committed supporters to have more of a say in votes. This is managed by the QELA Formula, a mathematical function that balances the votes of verified and not verified participants of the voting. More information about the QELA Platform can be found at www.qela.app.

1.2. Under these Terms of Service, We undertake to provide you with the Services on the terms of this Offer, including:

- Providing services for the temporary use of Computer Programs (in accordance with the licensing Terms of Service) by accessing the online service QELA;
- Ensuring full maintenance of the online service QELA;
- Providing you with all the technical information necessary and sufficient for the support and proper functioning of the online service QELA.

1.3. The fact of registration on the Registration Page constitutes the unconditional acceptance by you of these Terms of Service (acceptance of the offer). After your registration on the website admin.qela.tech, a personal identifier is assigned to you, which is used for the identification of you when providing services under this Agreement. Information about your identifier is placed in your Personal Account.

2. Definition of Terms

2.1. Computer Programs through the online service QELA, located on the Internet at the addresses: www.qela.app and admin.qela.tech or in the mobile application stores Google Play and Apple Store (hereinafter referred to as the Services) — software products owned and distributed by the Copyright Holder, including corresponding technical and other documentation, information on copyright management (in accordance with the licensing terms of distribution and use), software updates, etc., the licenses for the use of which are transferred under this Agreement.

2.2. Registration Page — an internet page located at admin.qela.tech and intended for entering the data necessary for the registration.

2.3. Pricing plans — a list and scope of services provided by us to you for a certain fee. Pricing plans are made available by us publicly on the website at www.qela.app and may be changed by us unilaterally.

2.4. Subscription to Pricing plans — a set of services according to the Pricing plans conditions, which we undertake to provide to you for a specific period, and you are entitled to use them and agree to pay for them.

2.5. Confidential Information — information related to computer programs provided by us under these Terms of Service and not publicly known, as well as your personal data, which you expressly designate as confidential information. Computer programs provided to you under these Terms of Service and your personal data are not considered confidential information for the Copyright Holder of Computer Programs. Upon the Copyright Holder's request, we provide the specified information exclusively to the Copyright Holder.

2.6. Computer Programs — a set of instructions in the form of words, numbers, codes, schemes, symbols, or in any other form expressed in a form readable by a computer and/or phone (other mobile device), which set it in motion to achieve a certain goal or result. The exclusive right (property right to grant permission or prohibition on use by other persons) to Computer Programs belongs to us and/or the Copyright Holder. The list of Computer Programs may be unilaterally changed by us by replacing them with functionally similar programs.

2.7. Copyright Holder — a person who owns exclusive rights to computer programs and distributes computer programs, which are temporarily transferred for use under this Agreement.

2.8. Your Personal Account — the informational space, allocated on the website admin.qela.tech, for entering/changing Personal data ("Your Profile"), independent subscription/opt-out (activation/deactivation) of specific services within the framework of the Agreement. Access to your Personal Account is granted after Registration on the website admin.qela.tech and completion of the Authorization procedure.

3. Rights and Obligations of the Parties

3.1. We undertake to:

3.1.1. Provide Services properly and within the specified timeframe in accordance with the Terms and within the scope of the selected and paid Subscription on the Pricing Plan.

3.1.2. Ensure your access to the functionality of the QELA service through your web interface using your login(s) and password(s) when providing Services under the Agreement. In this case, we are not responsible for your inability to use the QELA service functionality (including data loss or distortion) due to reasons beyond our control, including the loss of your login(s) and/or password(s) or unlawful actions by third parties.

3.1.3. Not disclose your registration data, except in cases provided for by applicable U.S. law.

3.1.4. Notify you of changes in Pricing plans, service terms, payment methods, and other terms of the Offer Agreement no later than 10 (ten) business days in advance by posting relevant information on the website www.qela.app.

3.2. We have the right to:

3.2.1. Temporarily suspend the provision of Services to you under the Agreement for technical, technological, or other reasons that impede the provision of Services, for the time it takes to eliminate such reasons. In this case, the payment made for the services is not refunded to you.

3.2.2. Suspend the provision of Services under the Agreement and/or terminate the Agreement prematurely in an extrajudicial out-of-court procedure in cases of your violation of obligations and/or warranties accepted in accordance with the Agreement. In this case, the payment made for the services is not refunded to you.

3.2.3. Revoke this offer (terminate this Agreement unilaterally) at our discretion at any time.

3.2.4. The actions related to the suspension of the provision of services under the Agreement or the termination of the Agreement due to reasons stated in these Terms are carried out by us unilaterally without prior notice.

3.3. You undertake to:

3.3.1. Acknowledge and agree that the QELA service and all necessary programs associated with it contain confidential information protected by intellectual property laws and other international laws. Neither you nor other persons facilitated by you will: copy or modify software; create programs derived from software; infiltrate software to obtain program codes; sell, lease, or transfer rights to software and services provided to you; or modify services, including for the purpose of gaining unauthorized access to them.

3.3.2. Before entering into the Terms of Service, familiarize yourself with the content and conditions of this Offer Agreement, Pricing plans posted on the website at www.qela.app.

3.3.3. Undergo the registration procedure. You agree to provide true, accurate, and complete information about yourself in the registration form and maintain this information up to date. If you provide false information or we have serious grounds to believe that the information provided by you is false, incomplete, or inaccurate, we have the right to suspend or cancel your registration and deny you the use of the service. In this case, the payment made for the services is not refunded to you.

3.3.4. After completing the registration process, you will receive a letter confirming your completion of the registration procedure. Therefore a confirmation letter will include a confirmation that you can use your login and password details you put during the registration process that shall provide you an access to the web interface providing access to your information and account. We strongly recommend that you write down

the login and password details you entered during the registration process for further usage.

You are responsible for the security of your login and password, as well as for everything done on the QELA service under your login and password. In case of non-payment for the next period of use, we close your access to use the computer programs through the online QELA service.

3.3.5. Immediately inform us of any cases of unauthorized (prohibited by you) access with your login and password or any security breaches.

3.3.6. Timely pay for our services in accordance with the selected Pricing Plan and the terms of these Terms of Service.

3.3.7. You do not have the right to transfer your rights under the Agreement to any third party.

3.4. You have the right to:

3.4.1. Undergo the registration procedure.

3.4.2. After completing the registration process, receive the confirmation that the login(s) and password(s), you put during the registration process, shall grant you access to the web interface providing access to information belonging to you.

4. Changes to Services and Terms

4.1. We regularly update and improve the Services, and may at times remove features in order to improve your ability to use the Services. Because we are constantly trying to improve our Services, these Terms may also need to change. We reserve the right to change the Terms at any time, but if we do, we will bring it to your attention by placing a notice on the Services, and/or by sending you an email and by some other means.

4.2. If you don't agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Services. If you use the Services in any way after a change to the Terms is effective, that means you agree to all of the changes.

5. Privacy

5.1. We take the privacy of our users seriously. We will maintain and use your information according to our Privacy Policy, which is incorporated by reference into these Terms, and which may be modified from time to time in our discretion ("**Privacy**

Policy”). Your continued use of the Services indicates that you agree with such modifications.

6. Basics of Using the Services

6.1. In order to use certain of our Services, you may be required to sign up for an Account, and to select a password and username (“**User ID**”). You promise to provide us with truthful, non-misleading, accurate, complete, and updated registration information about yourself. You may not select as your User ID a name that you don’t have the right to use, or another person’s name with the intent to impersonate that person. You may not transfer your Account to anyone else without our prior written permission. You will not share your Account or password with anyone, and you must protect the security of your Account and your password. You’re responsible for any activity associated with your Account. If you are a developer using our API, you will not share your API ID, your secret key, your token, and/or your password with anyone, and you must protect the security of your users (supporters).

6.2. You must follow all applicable laws in your use of the Services, including applicable export and re-export control laws and regulations. If your use of the Services is prohibited by applicable laws, then you aren’t authorized to use the Services. We can’t and won’t be responsible for your using the Services in a way that breaks the law. The Services are provided by a U.S. company. We may suspend or terminate Services if you do not follow our Terms, and customers we remove may not be allowed any future access to the Services.

6.3. You understand that we own the Services. You agree not to modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in the Terms), creative derivative works based on, or otherwise exploit any of the Services.

6.4. These Terms grant you a non-exclusive, limited, non-transferable, freely revocable license to use the Services, subject to your compliance with all of the Terms. We may terminate this license at any time for violation of our terms and policies.

7. User Accounts.

7.1. You agree to (i) provide truthful and accurate registration information as requested by us; (ii) promptly inform us of any changes to your registration information, including, but not limited to, your address and email address; (iii) take all reasonable precautions to safeguard access to your password and to prevent unauthorized access to or use of the Services; (iv) promptly report to us any unauthorized use of your login information or the Services of which you become aware.

7.2. Unauthorized Use of Your Account. You are responsible for keeping your Account login credentials (user name and password) confidential and not sharing them with unauthorized users. If you disclose your login credentials to someone, you are responsible for any use, disclosure, additions, deletions and modifications of your information or the Data of your users (supporters). We shall not be held liable, in any way (including, but not limited to, any breach or use of your Data, the Data of your users (supporters), or the Data in your QELA database), to you or any third party, if your Account is hacked or otherwise accessed by an unauthorized person or party, other than to the extent such unauthorized access is directly due to our negligence.

8. Data Security

8.1. Our Security Measures. We take data security and privacy very seriously. We take reasonable precautions to protect the security of your information. We have physical, electronic, and managerial procedures to help safeguard, prevent unauthorized access, maintain data security, and correctly use your information. However, neither people nor security systems are foolproof, including encryption systems. In addition, people can commit intentional crimes, make mistakes, or fail to follow policies. Therefore, while we use reasonable efforts to protect your information, we cannot guarantee its security. You are responsible for the security of your personal information. You should avoid transmitting personal or sensitive information, such as social security numbers, bank or credit card information.

8.2. You understand and agree that we may disclose your information to if required to do so by law, court order, legal process, or subpoena, including to respond to any government or regulatory request, or if we believe that such action is necessary to (a) conform to the law, comply with legal process served on us or our affiliates or partners, or investigate, prevent, or take action regarding suspected or actual illegal activities; (b) to enforce our Terms (including for billing and collection purposes), take precautions against liability, to investigate and defend ourselves against any third-party claims or allegations or to protect the security or integrity of our site; and (c) to exercise or protect the rights, property, or personal safety of QELA, our users or others.

9. Intellectual Property Rights

9.1. Ownership. Ownership of all intellectual property and other rights in the Services and our website, including, but not limited to, the software, design, layout, content, links, and the like shall remain with us and our licensors, developers, and partners, as applicable. All content is protected by copyright and is owned by us or used with permission. We reserve all rights not specifically granted in these Terms.

9.2. **Trademarks.** QELA, the logo, as well as all other trademarks we use are trademarks or registered trademarks of QELA or of our licensors. Websites created using QELA must include “Created with QELA™” and a hyperlink to www.qela.app on the home page. Other than as specifically provided herein, you may not use our trademarks in any other way, including, but not limited to, that our trademarks may not be copied or imitated in whole or in part by any means, including but not limited to, the use of framing or mirrors. None of the content for our website may be retransmitted without our express written consent.

9.3. The materials displayed or performed or available on or through the Services, including, but not limited to, text, graphics, data, articles, photos, images, illustrations, and so forth (all of the foregoing, the “**Services Content**”) are protected by copyright and/or other intellectual property laws. You promise to abide by all copyright notices, trademark laws, information, and restrictions contained in any Services Content that you access through the Services, and you won’t use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purpose any Services Content not owned by you, (i) without the prior consent of the owner of that Services Content or (ii) in a way that violates our or any third party’s rights.

10. Payment Terms

10.1. For information on product tiers and Pricing plans, see our website page at www.qela.app.

10.2. We may change our fees and associated features at any time. The established cost and terms of providing services remain in effect until the next change, as well as throughout the entire prepaid period by you. Any changes in the cost and terms of providing services will be communicated to you no less than 10 (ten) working days prior to the implementation of these changes by posting relevant information on the website: www.qela.app. We do not provide refunds.

11. Recurring Billing Authorization and Personal Account Funding

11.1. You can deposit funds into your personal account within the system, and payments will be charged automatically in accordance with your Pricing plans.

11.2. Funds from your personal account will be charged once a month in accordance with your Pricing plans.

11.3. Account Replenishment. You can replenish your personal account through the linked Credit Card or via bank transfer. The frequency and amount of replenishment are at your discretion, provided that the funds are sufficient to cover the charges for the subscribed services.

11.4. By account Replenishment and agreeing to purchase any Services, you hereby authorize us (or our designee) to automatically charge your personal account on the same date of each calendar month (or the closest prior date, if there are fewer days in a particular month) during the term of your subscription (“Subscription Term”) for all fees accrued as of that date (if any) in accordance with the applicable Order Form or sign up terms. You acknowledge and agree that the amount billed and charged each month may vary depending on your use of the Services and may include subscription fees for the remainder of your applicable billing period and overage fees for the prior month.

11.5. Invalid Payment. If a payment is not successfully settled due to insufficient funds, or otherwise, you remain responsible for any amounts not remitted to us and we may, in its sole discretion, either (i) invoice you directly for the deficient amount, or (ii) terminate these Terms.

11.6. Termination of Recurring Billing. In addition to any termination rights set forth in these Terms, you may terminate the Subscription Term by sending us notice of non-renewal to hello@qela.app no earlier than 5 days before the scheduled charge for the subscribed services for the next month.

12. Data Storage

12.1. You agree that we have permission to download your Data that you upload to the Service and store such Data on our (or our service provider’s) servers if we reasonably deem it necessary in order to assist you in responding to a customer service request, responding to a distributed denial of service attack (DDOS), to preserve your Data, etc.

13. Termination of Services

13.1. You’re free to terminate your Account at any time by shutting down your Account yourself or contacting us at hello@qela.app. Terminating your Account does not end your payment obligations. Your payment obligations are governed by the terms of your plan. If you are a standard customer on a month-to-month contract, your payment obligations end at the end of your payment cycle for the month in which you canceled. If you are on a separate plan, your payment obligations are as set forth in your contract, according to your contract term length. You must download all of your Data (but not any Third-Party Appended Data (if you have signed up for this Service)) prior to the date

upon which your termination is effective. Once your Account is terminated, for security reasons, your Account access will be terminated and you will not have access to download your data.

13.2. Unless you have a separate agreement with us specifying otherwise, we are also free to terminate (or suspend access to) your use of the Services or your Account, for any reason in our discretion, including your breach of these Terms. We have the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms.

13.3. Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us or indemnify us, any limitations on our liability, any warranty disclaimers, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us.

14. Our Right to Close your Account; Deletion of Data

14.1. We reserve the right, in our sole discretion, to close your Account, without prior notice, for any one or all of the following: (i) if you or any of your Account contacts, whether intentional or unintentional, breaches any section of these Terms, any supplemental rules and guidelines, any of the terms and conditions of the respective service providers, or any of our rights; (ii) if, in our judgment, your use of the Service has the potential to pose any harm to us, any of our affiliates, partners, service providers or customers; (iii) if your Account becomes past due and is not paid within twenty days of becoming past due; (iv) if a hacked script or otherwise compromised website is discovered on our systems at the Service in use by you; (v) if, in our judgment, we have received too many complaints about your Content. In the event of any such closure of your Account, you will not be eligible for a refund of any fees and you may be prohibited from reopening your Account, opening a new Account or accessing any existing Account. You agree that we shall not be liable, in any way, for any closure pursuant to this section of these Terms.

15. Effects of Closure and Suspension

15.1. Upon any closure of your Account: (i) these Terms and all rights granted under these Terms shall cease immediately (except those expressly surviving or which by their nature, would survive); (ii) all access to the Service and your Account will cease immediately; (iii) you will be billed for, and we may automatically attempt to collect from your Payment Method, any outstanding amount owed; and (iv) all Content is subject to deletion from our servers and backup systems in our sole discretion and we may not

have or keep backup of the Content. We recommend that you run frequent and regular backups. We also recommend that you ensure you have retrieved all Content and made all necessary backups before submitting any Request to Close your Account or any of the Service. You agree to hold us and our Affiliates harmless from and against any and all claims, losses or damages arising from any closure of your Account. You are not permitted to and you agree not to access or attempt to access your Account or any of the Services formerly associated with your Account following any closure. "Affiliate" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with us, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

15.2. Upon any suspension of your Account, all Service associated with your Account will be suspended or otherwise made inaccessible until and unless all issues are addressed and resolved by you, to our satisfaction, and within the time frame we specify. During any suspension of your Account or any individual Service, you will not be permitted to: (i) add, upgrade, downgrade or modify any of the Service; (ii) request an emergency restoration; (iii) transfer any Service, including but not limited to domain name registrations; (iv) access any of the websites, email accounts or Content associated with the suspended Service or Account. You agree to hold us harmless from and against any and all claims, losses or damages arising from any suspension of your Account or the individual Service. Removing an Account from suspension is at our sole discretion. If we elect to do so, prior to your Account being reactivated you must pay all fees due and any interest due, and also including fees during the period of suspension (we still incur costs based on the storage and maintenance of your Data and Account, as well as responsibility for its security).

16. Responsibility for Content

16.1. Content and information displayed on the Services is the sole responsibility of the person or organization providing that content, and you access all such content and information at your sole risk. We aren't liable for any errors or omissions in that content or information, or for any damages or loss you might suffer in connection with it. We do not review content posted on the Services, and any issues with that content should be directed to its owners. You are solely responsible for interactions with other users of the Services.

16.2. The Services may contain links or connections to third-party websites or services that are not owned or controlled by us. When you access third-party websites or use third-party services, you accept that there are risks in doing so, and that we are not responsible for such risks. We encourage you to be aware when you leave the Services

and to read the terms and conditions and privacy policy of each third-party website or service that you visit or utilize. We have no control over, and assume no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third-party websites or by any third-party that you interact with through the Services. By using the Services, you release and hold us harmless from any and all liability arising from your use of any third-party website or service.

17. Content License Grant

17.1. When you post content to public areas on the Service, you agree to and do hereby grant us a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, and worldwide right to Use, modify, and perform any content you post or submit for posting to public areas on the Service. The term “Use” includes, but is not limited to, use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly display, publicly perform, and make derivative works of the content.

17.2. When you post images, videos, or other digital pictures to public areas of the Service, you represent and warrant that such items are original to you and contain no content of any third-party other than for which you have the appropriate copyright permissions to use those images, including consent from those people depicted, in the manner you posted them.

17.3. If the features of the Service allow you to remove or delete your content from the Service, the above licenses granted by you terminates within a commercially reasonable time after you remove or delete the content from the Service. You understand and agree, however, that we may retain, but not display, distribute, or perform, server copies of your content that have been removed or deleted.

18. Organizational Users

18.1. If you're using any of our Services on behalf of an organization or entity, you affirm that you have the right to act on behalf of that organization or entity, and that these Terms apply to the organization or entity (and all references to “you” and similar terms refer to that organization or entity).

19. Disclaimer

19.1. We work hard to provide high-performance services and will work with you to provide an excellent customer experience, but there are certain things we don't promise.

Other than as expressly set out in these Terms, neither we nor our partners, suppliers or API application providers make any specific promises about the Services. We don't

make any commitments about the content within the Services, the specific function of the Services, or their reliability, legality, availability, or ability to meet your needs.

19.2. We provide the Services “AS IS” and you use them at your own risk. To the extent permitted by law, we disclaim all warranties, express or implied, including, without limitation the warranties of merchantability, fitness for a particular purposes, and noninfringement.

20. Limitation of Liability

20.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE OR OUR AFFILIATES, OR ANY OF OUR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR OR YOUR USERS’(SUPPORTERS’) USE OF OR INABILITY TO USE THE SITE OR THE SERVICES FOR:

1. PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, LOSS OR CORRUPTION DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES;
2. ANY ACTION YOU TAKE BASED ON THE INFORMATION RECEIVED IN THROUGH OR FROM THE SERVICES;
3. YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL;
4. THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES;
5. THE IMPROPER AUTHORIZATION FOR THE SERVICES BY SOMEONE CLAIMING SUCH AUTHORITY;
6. STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES;
OR,
7. DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE GREATER OF (a) THE AMOUNT ACTUALLY PAID BY YOU FOR THE SERVICES AND (b) ONE HUNDRED DOLLARS (U.S.). THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF

BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OR CAUSE OF ACTION AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20.2. WE DO NOT GUARANTEE THE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THE SERVICES, OR ANY RELATED SERVICES. THE OPERATION OF SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OUR CONTROL.

20.3. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING BUT NOT LIMITED TO RELIANCE BY YOU ON ANY INFORMATION OBTAINED FROM THE SITE OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR E-MAIL, ERRORS, DEFECTS, VIRUSES, OR DELAYS IN OPERATION OR TRANSMISSION. YOU HEREBY ACKNOWLEDGE THAT THIS PARAGRAPH SHALL APPLY TO ALL CONTENT, DATA, AND INFORMATION SUBMITTED TO THE SERVICE.

21. Indemnification

21.1. You agree to indemnify, defend and hold us and our officers, directors, employees, agents, Affiliates, service providers, successors and assigns harmless from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and costs, arising from or relating to (i) your breach of this Agreement; (ii) any user content you submit, post to or transmit through the Service; (iii) your violation of any party's rights, including, but not limited to, intellectual property rights, right of privacy, right of publicity and confidentiality; or, (iv) any consequences of your use or your users' (supporters') use of the Model Privacy Policy.

22. Dispute Resolution

22.1. Parties are obliged to do their best to solve their disputes regarding executing and interpreting the Agreement and all its integral parts through negotiations.

22.2. Where the Parties cannot reach out-of-court settlement within 50 (fifty) calendar days, any dispute arising from the Agreement shall be brought to the respective court pursuant to the laws of the State of Delaware, USA.

22.3. Parties agree and confirm that any data received by means of the exchange of information using Parties' e-mails and other means of communication (including files and correspondence) are created by Parties themselves, and such files and data uploaded by a Party are the files and data that are uploaded by such Party themselves.

22.4. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all other terms, will remain in full force and effect as if such invalidity or such term had never been included.

23. Waiver of Jury Trial.

23.1. Each party irrevocably and unconditionally waives any right it may have to a trial by jury for any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

24. Force Majeure

24.1. We shall not be liable to you or any other person, firm or entity for any failure of performance under this Agreement if such failure affecting us or our service providers and contractors is due to any cause or causes outside of our control, including, but not limited to, strikes, labor disputes, lockouts, or work stoppages, or other labor difficulties, shortages of labor or materials, riots, vandalism, civil disturbances, acts of terrorism, wars, third-party provider outages, cable cuts, power crisis shortages, infrastructure outages or failures, internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, loss of or fluctuations in heat, light, or air conditioning, inclement weather, fires, floods, storms, explosions, and other uncontrollable acts of God or nature, or other similar occurrences; any law, order, regulation, direction, action or request of the United States or foreign government (including state and local governmental agency, department, commission, court, bureau, corporation or other instrumentality of any one or more of said governments) or of any civil or military authority, or national emergencies.

25. Other Terms

25.1. **Entire Agreement.** These Terms constitute the entire agreement between you and us with respect to the Services and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect thereto. You may be subject to additional third-party terms and policies based on your use of the Services. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between these Terms and any

applicable purchase or other terms, these Terms shall govern. If any provision of these Terms is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of these Terms will continue in full force and effect. The headings of sections and paragraphs in these Terms are for convenience only and shall not affect its interpretation.

25.2. Choice of Laws. The Terms are governed by the internal substantive laws of the State of Delaware, without respect to its conflict of laws principles.

25.3. Notices. We may provide notifications, whether such notifications are required by law or are for marketing or other business-related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on the Services, as determined by us. We are not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. We recommend that you add hello@qela.app to your email address book to help ensure you receive email notifications from us.

25.4. No agency, partnership, joint venture, or employment is created as a result of these Terms and you do not have any authority of any kind to bind us in any respect whatsoever. You and we agree there are no third-party beneficiaries intended under these Terms.

25.5. Class Action Waiver. Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor we will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity, and each party hereby waives any right to assert consolidated claims with respect to any disputes subject to arbitration under these Terms or any disputes between the parties. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

25.6. Limitation of Time to File Claims. Any action, claim or dispute you have against us must be filed within one year from the date the action, claim or dispute could first be filed. To the extent permitted by law, any claim or dispute under these Terms must be filed within one year in an arbitration proceeding. If a claim or dispute is not filed within one year, it is permanently barred.

25.7. Changes to the Terms. We may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them.

25.8. Assignment and Transfer. You may not assign, transfer or convey these Terms or any obligations thereunder without our prior written consent. Any assignment, transfer or conveyance by you in violation of these Terms shall be of no power or effect. By agreeing to these Terms, you consent to the storing and processing of your personal information. We use a range of measures to safeguard information, but these countries may have laws that are different from those of your country of residence. You also consent to the personal information, including sensitive information, of you and that of the users (supporters), being assigned, transferred or conveyed in the event of a business transition such as, but not limited to, a merger, sale, asset or stock acquisition of us by another company, or other transaction or proceeding. In such a case, your information would be used as set out in our Privacy Policy. We may assign, transfer, or convey (whether by contract, merger, or operation of law) these Terms, or any portion thereof, in our sole discretion.

25.9. Links to External Resources. The website admin.qela.tech may contain links to other resources on the Internet, provided solely for your convenience. The presence of such links does not imply any recommendations by us regarding their usefulness and/or safety. You are solely responsible for visiting and/or using such resources, including the accuracy, completeness, and reliability of the information posted on them, as well as the confidentiality of the data transmitted to them.

26. Contact Information

26.1. Our contact information is:

Registered Agent Address: 3524 Silverside Road Suite 35B, Wilmington, Delaware 19810;

Email: hello@qela.app.

27. European Economic Area and Switzerland.

27.1. Personal information collected under this agreement may be transferred, stored and processed in the United States or any other country in which QELA or its service providers maintain facilities and will be subject to the Privacy Policy. We will abide by the requirements of the European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

