

Terms of Use
Qrati Labs, LLC
Updated February 2026

Qrati Labs, LLC and its subsidiaries, parents, and affiliates, (“Qrati Labs”, “We”, “Us”, “Our”) own and operate the website located at qrati.com and any sub domain or extension, including any sites that link to these Terms of Use (collectively, the “Site”), and the mobile application you may download to your mobile device (an “App”), and the services, features, downloads, content or applications We offer (collectively with the Site and the App, the “Services”).

The following terms and conditions (the “Terms of Use”) form a binding agreement between you and Qrati Labs, whether or not you register for a particular account (each, a “Registered User”) or simply browse the Site as a “Visitor”, where “You” or “Your” refers to the person accessing or using the Services. Registered Users and Visitors may be referred to collectively as “Users”. By accessing or using the Services, however accessed, You agree to be bound by these Terms of Use. THESE TERMS OF USE AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS. IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THESE TERMS OF USE, DO NOT ACCESS OR USE THE SERVICES.

We may at our sole discretion change, add, or delete portions of these Terms of Use at any time. It is your responsibility to check these Terms of Use for changes prior to use of the Services, and in any event your continued use of the Services following the posting of changes to these Terms of Use constitutes your acceptance of any changes.

We will notify you of any such material changes by posting notice of the changes on the Site, App, and/or, in our sole discretion, by email. Certain features available through our Site or App may have their own terms and conditions that apply to Your use of those features. In those cases, the terms specific to the feature control to the extent there is a conflict with these Terms of Use.

Definition Clarification

“App” means any software application, web-based platform, progressive web application (PWA), mobile-optimized experience, or other interface through which the Services are made available, **whether accessed via a web browser, mobile device, QR code, or downloaded application, and does not require a native application download** unless expressly stated otherwise.

I. Ownership.

Qrati Labs presents and curates media taken and uploaded by Users to the Site or the App.

The Site and App are owned by Qrati Labs. All of the content, except for User Content (defined below), featured or displayed on the Site or App, including, but not limited to, text, graphics, data, photographic images, moving images, sound, illustrations, software, and the selection and arrangement thereof (“Qrati Content”), is owned by Qrati Labs. All elements of the Site and App, including Qrati Content, are protected by copyright, trade dress, moral rights, trademark and other laws relating to the protection of intellectual property.

II. Basic Terms.

You must be at least 13 years old to use the Service.

You are prohibited from: (a) downloading, copying, or re-transmitting any or all of the Services or Content without, or in violation of, a written license or agreement with Qrati Labs; (b) using any data mining, robots or similar data gathering or extraction methods; (c) manipulating or otherwise displaying the Services or Content by using framing or similar navigational technology; (d) reverse engineering, altering or modifying any part of the Services; (e) circumventing, disabling or otherwise interfering with security-related features of the Services or any system resources, services or networks connected to or accessible through the Services; (f) selling, licensing, leasing, or in any way commercializing the Services or Content without specific written authorization from Qrati Labs; and (h) using the Services other than for its intended purpose.

You must not defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or entities and you must not post private or confidential information via the Services.

You may not use the Services for any illegal or unauthorized purpose. You agree to comply with all laws, rules and regulations (for example, federal, state, local and provincial) applicable to your use of the Services, including, without limitation, those relating to the Internet, data, e-mail, privacy, and the transmission of technical.

III. Site and App Management.

We reserve the right to manage the Site and App as follows (but we have no obligation to do so):

- (1) Monitor the Site and App for possible violations of these Terms of Use;
- (2) Take any appropriate action against anyone who we believe (in our sole discretion) may violate these Terms of Use or any law or regulation, including reporting the user to any law enforcement authority;
- (3) Refuse or restrict access to the Site and App, limit the availability of or disable any and all of your User Content (or parts thereof), or take any other remedial action, as we believe (in our sole discretion) may be appropriate;
- (4) Remove from the Site and App or otherwise limit the availability of or disable all files and content that are excessive in size or are in any way burdensome to our systems, as we believe (in our sole discretion) may be appropriate; and
- (5) Otherwise manage the Site and App in any manner as we believe (in our sole discretion) may be appropriate to protect our rights and property or to facilitate the functioning of the Site and App.

IV. Site and App Modifications and Interruptions.

We reserve the right to unilaterally change, modify, or remove the contents of the Site and App (including photos, text, graphics, links, and any other information), at any time and from time to time, for any reason in our sole discretion, without any notice; however, we have no obligation to update or clarify any information on the Site and App. We are not liable to you or anyone else for any modification, suspension, or discontinuance of the Site and App. It is solely your responsibility to make backup copies of all information that you may desire to preserve.

We cannot guarantee that the Site and App will be available at all times. We may experience hardware failures, software bugs, or other problems or we may need to perform maintenance related to the Site, which may result in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site, at any time and from time to time, for any reason in our sole discretion, without any notice. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site and App for any reason, including any

downtime or discontinuance of the Site and App. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site and App or to supply any correction, update, or release in connection with the Site and App.

V. User Accounts and User Representations.

You are permitted to access certain Services, without establishing an account. However, to access certain Services, You may be required to register a user account on the Site or App (the “**User Account**”). Each User Account and the user identification and password for each User Account (the “**User Account ID**”) is personal in nature. Each User Account is for Your personal use and each User Account ID may be used only by You. You may not transfer or distribute Your User Account or User Account ID or provide a third party with the right to access Your User Account or User Account ID.

You are solely responsible for all use of the Services through Your User Account. You will ensure the security and confidentiality of Your User Account ID and will notify the Us immediately if Your User Account ID is lost, stolen, or otherwise compromised. You are fully responsible for all liabilities and damages incurred through the use of Your User Account or under your User Account ID (whether lawful or unlawful) and any transactions completed through your User Account or under Your User Account ID will be deemed to have been lawfully completed by You.

In connection with establishing a User Account, You will be asked to submit certain information about Yourself (the “**Registration Information**”). You agree that: (a) all Registration Information You provide will be accurate, complete, and current; and (b) You will maintain and promptly update your Registration Information to keep it accurate, complete, and current.

You shall not: (a) use or input Registration Information of another person with the intent to impersonate that person; (b) use or input Registration Information that We, in our sole discretion, deems offensive; (c) solicit Registration Information from another Registered User; or (d) create a User Account through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper.

Every time you use the Site and App, you promise and represent and warrant to us that:

- (1) All registration information you have provided is true, accurate, current, and complete;
- (2) You will maintain the accuracy of all of your information and promptly update all registration information as may be necessary;
- (3) You have the legal capacity to agree and comply with these Terms of Use;
- (4) You agree with these Terms of Use and you will comply with these Terms of Use;
- (5) You are not a minor in the jurisdiction in which you reside;
- (6) You will not access the Site through any automated or non-human means, whether via a bot, script, or otherwise;
- (7) You will not use the Site for any illegal, unlawful, or unauthorized purpose; and
- (8) Your use of the Site will not violate any applicable law or regulation.

Violation of these Terms of Use may, in Our sole discretion, result in termination of Your User Account and refuse any and all current or future use of the Site and App (or any part thereof). If you violate the letter or spirit of these Terms of Use, or otherwise create risk or possible legal exposure for Us, We can stop providing all or part of the Services to You.

VI. User Content.

“**User Content**” means any photographs, videos, audio, images, text, metadata, tags, reactions, ratings, comments, likenesses, or other materials submitted, uploaded, transmitted, or otherwise made available by a User through the Services, whether public or private.

Qrati Labs does not approve, control, or endorse Your or any User's User Content and has no obligation to do so. However, We reserve the right (but assume no obligation) to remove or modify User Content for any reason, at Our sole discretion, including User Content that we believe violates our Terms of Use. User Content may be viewable by other users of the Site and through third-party websites, and User Content may be treated in accordance with the Privacy Policy.

Your User Content Is Your Responsibility. You are solely responsible for any User Content you post, submit, publish, display or link to through the Services or send to other Users. At all times, you must adhere to the then-current Qrati Labs community guidelines, which are incorporated into these Terms of Use. By using the Services, you agree not to post, upload, transmit, distribute, store, create or otherwise publish through the Site any of the following:

- User Content or material that infringes, misappropriates, or violates the rights of any third party (including intellectual property rights), or that is in violation of any federal, state, or local law, rule, or regulation.
- User Content that is defamatory, offensive, obscene, pornographic, indecent, harassing, threatening, abusive, inflammatory, or fraudulent, purposely false or misleading, or otherwise harmful, or that contains a virus or other malicious code.
- User Content that would constitute, encourage or provide instructions for a criminal offense.
- Copyrighted material without permission from the owner of the copyright. This includes, for example, photographs, videos, graphics, or other User Content you upload via the Services.
- User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity.
- Unsolicited promotions, political campaigning, advertising, junk mail, spam, chain letters, pyramid schemes or solicitations.
- Confidential or sensitive information. This includes, but is not limited to, personally identifiable information of any person or other information that would potentially be viewed as an invasion of privacy.
- User Content that, in the sole judgment of Qrati Labs, is objectionable or which restricts or inhibits any other Users from using or enjoying the Services, or which adversely affects the availability of its resources to other Users (e.g., excessive shouting, use of all capital letters, offensive comments connected to race, national origin, gender, sexual preference, or handicap, or flooding continuous posting of repetitive text), or which may expose Qrati Labs or other Users to any harm or liability of any type.

User Content License Grant.

You retain ownership of your User Content. By submitting User Content through the Services, you hereby grant to **Qrati Labs, LLC**, its parents, subsidiaries, affiliates, licensees, partners, customers (including customers of such partners or licensees, sponsors, agencies acting on their behalf), successors, and assigns a **non-exclusive, perpetual, irrevocable, worldwide, fully paid, royalty-free, transferable, and fully sublicensable license** to use, host, store, cache, reproduce, distribute, publicly perform,

publicly display, publish, adapt, modify, edit, translate, create derivative works from, analyze, monetize, and otherwise exploit such User Content, **in any media formats and through any media channels now known or hereafter developed**, for **commercial, promotional, marketing, advertising, sponsorship, analytics, product development, and revenue-generating purposes**, whether in connection with the Services or otherwise.

You understand and agree that any User Content that you post or submit via the Services may be redistributed through the Internet and other media channels, and may be viewed by the general public.

You acknowledge that you are not entitled to any compensation, accounting, or attribution in connection with any use of User Content as permitted under these Terms.

We may maintain certain data that you transmit to the Site and App or that relate to your use of the Site and App, including your name, mailing address, email address, telephone number, payment information, birth date, information relating to protected classifications under applicable laws and regulations (e.g., gender), information relating to online activity (e.g., browsing history and search history), and information regarding your interactions with the Site (e.g., products purchased, obtained, or considered and other purchasing behavior), and geolocation data.

By using the Site and App, you agree to be bound by our Privacy Policy.

Please be advised that the Site and App are hosted in the United States; consequently, through your continued use of the Site and App, you are transferring your data to the United States and you are expressly consenting to having your data transferred to and processed in the United States, even if you are accessing the Site and App from another country with laws or regulations or other requirements governing personal data collection, use, or disclosure that differ from the applicable laws or regulations in the United States.

We may track various electronic markers of visitors to the Site and App (e.g., Internet domain address from which visitors reach the Site and App or user location data) and analyze that data for various purposes, including (a) order confirmation and tracking, (b) marketing purposes (e.g., contacting users regarding our products and services), (c) user recognition, preferences, trends, and usage statistics, and (d) usage data obtained from devices used to access the Site and App (e.g., smartphones).

Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken via the Site and App. You agree that we have no liability to you or anyone else for any loss or corruption of any data, and you do hereby waive all rights of action against us arising from any data loss or corruption.

We may contract with external entities (collectively, “Service Providers”) to perform various services related to the Site and App (e.g., credit card processing, promotional offerings, marketing, data analysis, and data management, etc.), and your data may be shared with the Service Providers in connection with performing those services.

We may disclose any of your data when necessary or appropriate with respect to various legal purposes or proceedings or whenever any law or regulation may require it.

If any of our business are assets sold or otherwise transferred, then we may disclose your personal information and data to the buyer or transferee, provided that they agree to abide by the Privacy Policy.

You grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicensable and transferable license under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon, publicly perform, publicly display and otherwise exploit the Feedback for any purpose.

VI.1 Artificial Intelligence and Automated Processing.

Without limiting the foregoing license, you expressly authorize Qrati Labs to use User Content to develop, train, test, improve, and operate machine-learning models, artificial intelligence systems, algorithms, embeddings, classifiers, ranking systems, sentiment analysis tools, and other automated or computational processes. This includes the right to extract features, metadata, vectors, and derivative data from User Content and to retain such outputs **even if the original User Content is later deleted or removed.**

VI.2 Likeness and Publicity Rights.

You represent and warrant that you have obtained all necessary consents, releases, and permissions from any individuals identifiable in your User Content, including minors where applicable, to grant the rights set forth herein. You hereby grant Qrati Labs and its sublicensees the right to use any name, image, likeness, voice, appearance, or persona embodied in the User Content without compensation, for commercial and non-commercial purposes, and you waive any right of publicity, privacy, or similar rights to the fullest extent permitted by law.

VI.3 Effect of Deletion.

Deleting User Content or terminating your User Account does **not** revoke, limit, or otherwise affect any license previously granted to Qrati Labs. Qrati Labs may retain and continue to use User Content, backups, derivative works, analytical outputs, and AI-trained data created prior to deletion in accordance with these Terms of Use.

VI.4 No Editorial Responsibility.

Qrati Labs does not endorse, guarantee, or assume responsibility for any User Content. Moderation, curation, or removal of User Content does not constitute editorial control and does not create publisher liability.

VI.5 Minors and Sensitive Content

You may not upload User Content depicting minors unless you are the parent or legal guardian or have obtained verifiable consent from such parent or guardian. Qrati Labs reserves the right to remove such content at its sole discretion.

VII. Social Media.

You may link your User Account with various online accounts you have with third-party service providers (collectively, "Third-Party Accounts"): (i) by providing us your Third-Party Accounts' login information; or (ii) by otherwise allowing us to access your Third-Party Accounts, as may be permitted under the applicable terms of use for the Third-Party Accounts. You represent and warrant that: (a) you are entitled to disclose your login information to us; and (b) you are granting us access to your Third-Party Accounts without any breach by you of any of the applicable terms of use for the Third-Party Accounts and without obligating us to pay any fees or making us subject to any usage limitations imposed by anyone with respect to any of the Third-Party Accounts.

YOUR RELATIONSHIPS WITH VARIOUS THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS WILL BE GOVERNED BY YOUR AGREEMENTS WITH THEM.

By granting us access to Third-Party Accounts, you agree that (1) we may access, make available, and store (if applicable) the content (including friends lists) that you have provided to and stored in your Third-Party Accounts (collectively, “Social Network Content”) so that it is available via your Site and App account, and (2) we may submit to and receive from your Third-Party Accounts additional information to the extent permitted by the Third-Party Accounts. We make no effort to review any Social Network Content for any purpose (e.g., accuracy, legality, or non-infringement), and we are not responsible for any Social Network Content.

We may access your email address book associated with any Third-Party Account and your contacts list stored on your mobile device or tablet computer with respect to identifying and informing you of those contacts who have also registered with the Site and App.

Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in the Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available via your User Account. If any Third-Party Account becomes unavailable or our access to the Third-Party Account is terminated by the third-party service provider, then your Social Network Content may no longer be available via the Site and App.

You may deactivate the connection between your User Account and any Third-Party Account at any time, by contacting us (using the contact information below) or via your account settings (if applicable). We will attempt to delete from our servers the information obtained via the Third-Party Account, except for any username and profile picture associated with your User Account.

VIII. Third-Party Websites and Content.

The Site and app may contain (or you may be sent via the Site and app) links to other websites (collectively, “Third-Party Websites”) as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items that belong to or originate from third parties (“Third-Party Content”). By using the Site and App’s features, you automatically grant us your consent and permission to share your personal data with any Third-Party Websites.

The inclusion of, linking to, or permitting the use or installation of the Third-Party Websites or Third-Party Content does not imply any approval or endorsement thereof by us. The Third-Party Websites and Third-Party Content are not investigated, monitored, or checked by us for accuracy, appropriateness, or completeness, and we are not responsible for any Third-Party Websites or Third-Party Content in any respect (including content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies concerning the Third-Party Websites or Third-Party Content).

If you decide to access Third-Party Websites or use or install Third-Party Content, you do so at your own risk and with the knowledge that these Terms of Use are not applicable to the Third-Party Websites or Third-Party Content.

You need to review all applicable terms of use and policies (including privacy and data gathering practices) of all Third-Party Websites (including the Third-Party Websites to which you navigate from the Site) and of all applications you use or install from the Site or Third-Party Websites.

Concerns about any Third-Party Content (including hyperlinks to outside services and resources) should be directed to the appropriate provider of the Third-Party Content.

Any purchases you make via Third-Party Websites have nothing to do with us, and we have no responsibility whatsoever with respect to those purchases. You agree and acknowledge that we do not endorse any of the products or services offered via any Third-Party Websites and that you will hold us harmless from all harm and losses caused by your purchase of those products or services or otherwise resulting from the Third-Party Websites or Third-Party Content.

IX. Access to Other Users and Content.

The Services may allow you to link, connect, or otherwise communicate with other Users. By linking, connecting, or communicating with other Users, You are agreeing to allow those Users to communicate directly with you through the Services. Your extension or acceptance of a link, connection, to other communication with another User will serve as Your affirmative “opt-in” to the disclosure of any of Your User Content or other data or information (which may include Your personal information) that You provide to that other User.

Unless otherwise noted on the Services, all the Content available through the Services, including text, audio, video, photographs, illustrations, graphics, and other media is owned by either Us, the User providing the User Content, or Our third party providers. You are solely responsible for verifying the accuracy, completeness, and applicability of all Content and Your use of any Content. Subject to Your compliance with these Terms of Use, You may access the Content solely for Your own personal purposes in connection with Your own use of the Services. We do not verify the accuracy of, and will not be responsible for any errors or omissions in, any User Content. Each User is solely responsible for any and all of its User Content. Because We do not control User Content, You acknowledge and agree that We are not responsible for any User Content. Your interactions and transactions with other Users are solely between you and such User. You agree that We are not responsible for any loss or damage incurred as a result of any such interactions. If there is a dispute between You and another User, We are under no obligation to become involved.

X. Permitted Use.

You agree to use the Services for your personal use. You agree to not reproduce, modify, distribute, display or otherwise provide access to, create derivative works from, decompile, disassemble or reverse engineer any portion of the Services.

XI. Prohibited Uses.

You may not engage in the practices of "screen scraping," "database scraping," "data mining" or any other activity with the purpose of obtaining lists of users or other information from our Sites or that uses web "bots" or similar data gathering or extraction methods. You may not copy or distribute any User-submitted content without the prior written consent of Qrati Labs. You may not frame any part of our Sites or Services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Services.

XII. Service Technology.

The Services, and the databases, software, hardware and other technology used by or on behalf of Qrati Labs to operate the Services, and the structure, organization, and underlying data, information and software code thereof (collectively, “**Technology**”), constitute valuable trade secrets of Qrati Labs. You will not,

and will not permit any third party to: (a) access or attempt to access the Technology except as expressly provided in these Terms of Use; (b) use the Technology in any unlawful manner or in any other manner that could damage, disable, overburden, or impair the Technology; (c) upload, transmit, or distribute any computer viruses, worms or any software intended to damage or alters the Technology; (d) harvest, collect, gather, or assemble information regarding other Users, including e-mail addresses, without consent; (e) alter, modify, reproduce, create derivative works of the Technology; and (f) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Technology. Qrati Labs retains all right, title, and interest in and to the Technology and any additions, improvements, updates, and modifications thereto. You receive no ownership interest in or to the Technology.

XIII. Representations and Warranties.

Each Party hereby represents and warrants to the other Party that: (a) it has legal right and authority to enter into these Terms of Use; (b) these Terms of Use forms a binding legal obligation on behalf of such Party; and (c) it has the legal right and authority to perform its obligations under these Terms of Use and to grant rights and licenses described in these Terms of Use. You acknowledge that the Services are a general purpose online service and is not designed to facilitate compliance with any specific law. You shall access and use the Services in compliance with all laws applicable to You, Your User Content, and any other Content You may access through the Services. Qrati Labs is not responsible for notifying You of any such law, enabling your compliance with any such law, or for Your failure to comply. You represent and warrant that to Us that Your User Content and Your use of and access to the Services, including any User Content, will comply with all applicable laws and will not cause Us or any other User to violate any applicable laws

You further represent and warrant that:

- (a) you own or control all rights in and to your User Content, including copyright, publicity, and privacy rights;
- (b) your User Content does not infringe, misappropriate, or violate the rights of any third party;
- (c) no additional licenses, permissions, releases, payments, or royalties are required for Qrati Labs' use of the User Content as contemplated herein; and
- (d) your User Content complies with all applicable laws and regulations.

XIV. App Store (If Applicable).

The App may be obtained through a third party distribution platform (e.g., the Apple App Store or Google Play App Store) (the “**App Store**”) and is to be used solely on a mobile device owned or controlled by You that operated such third party’s operating system. These Terms of Use incorporate by reference the terms of any other terms available at the respective App Store from which You have obtained the App. You agree that these Terms of Use are between You and Qrati Labs, and not with the App Store. The App Store is not responsible for the App, maintenance and support services or any warranty thereof, or addressing any claims thereto. You agree to pay all fees charged by the App Store in connection with the App, if any. The App may also be subject to additional terms and conditions and privacy policies, and We are not responsible to nor responsible from those additional terms.

XV. DMCA Notice.

Qrati Labs is considered an Internet "service provider" under the Digital Millennium Copyright Act, 17 U.S.C. Section 512 ("DMCA"). As Required by the DMCA, this site maintains specific contact information provided below, including an e-mail address, for notifications of claimed infringement

regarding materials posted to this site. All notices should be addressed to the contact person specified below (our agent for notice of claimed infringement):

Designated DMCA Agent:

Qrati Labs, LLC

Email: info@qratilabs.com

Attn: DMCA Agent

In notifying us of alleged copyright infringement, the DMCA requires that you include the following information: (i) description of the copyrighted work that is the subject of claimed infringement; (ii) description of the infringing material and information sufficient to permit us to locate the alleged material; (iii) contact information for you, including your address, telephone number and/or e-mail address; (iv) a statement by you that you have a good faith belief that the material in the manner complained of is not authorized by the copyright owner, or its agent, or by the operation of any law; (v) a statement by you, signed under penalty of perjury, that the information in the notification is accurate and that you have the authority to enforce the copyrights that are claimed to be infringed; and (vi) a physical or electronic signature of the copyright owner or a person authorized to act on the copyright owner's behalf. Failure to include all of the above-listed information may result in the delay of the processing of your complaint.

XVI. Term and Termination.

For so long as you use the Site and App, you must abide by these Terms of Use, which will remain in full force and effect while you use the Site and App. If we terminate or suspend your User Account for any reason, then you are prohibited from registering or creating a new account under your name, under a fake or borrowed name, or under the name of any third-party (even if you are acting on behalf of the third-party). We also reserve the right to take appropriate legal action, including pursuing civil, criminal, and injunctive relief (as may be applicable).

Survival. Sections relating to User Content licenses, artificial intelligence and automated processing, indemnification, limitation of liability, disclaimers, and dispute resolution shall survive termination of these Terms of Use.

WITHOUT LIMITING ANY PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO TAKE (IN OUR SOLE DISCRETION) ANY OF THE FOLLOWING ACTIONS (AT ANY TIME AND WITHOUT ANY NOTICE OR LIABILITY): (I) WE MAY DENY ACCESS TO AND USE OF THE SITE AND APP (INCLUDING BLOCKING CERTAIN IP ADDRESSES) TO ANY PERSON FOR ANY OR NO REASON (INCLUDING THE BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR THE VIOLATION OF ANY APPLICABLE LAW OR REGULATION; OR (II) WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE YOUR USER ACCOUNT OR ANY CONTENT OR INFORMATION.

XVII. Limitation Of Liability

IN NO EVENT SHALL QRATI LABS, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, ADVERTISERS, OR LICENSORS BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF USE, PROFITS, GOODWILL OR DATA) WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), EQUITY OR

OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICES.

IN NO EVENT WILL QRATI LABS' TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE AMOUNTS YOU HAVE PAID TO QRATI LABS FOR USE OF THE APPLICABLE SERVICES OR ONE HUNDRED DOLLARS (\$100), IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO QRATI LABS, AS APPLICABLE.

THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN QRATI LABS AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

XVIII. No Warranty

QRATI LABS PROVIDES THE SERVICES "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE," AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, QRATI LABS MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED. QRATI LABS AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OR CONDITIONS, EXPRESS, STATUTORY AND IMPLIED, INCLUDING WITHOUT LIMITATION (A) WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, ACCURACY, TITLE, QUIET ENJOYMENT, NO ENCUMBRANCES, NO LIENS AND NON-INFRINGEMENT, (B) WARRANTIES OR CONDITIONS ARISING THROUGH COURSE OF DEALING OR USAGE OF TRADE, AND (C) WARRANTIES OR CONDITIONS OF UNINTERRUPTED OR ERROR-FREE ACCESS OR USE.

XIV. Choice of Law; Indemnification.

These Terms of Use are governed by the laws of the State of Colorado, without giving effect to its conflict of laws provisions. You agree to submit to exclusive jurisdiction and venue in the state and federal courts sitting in Boulder County, Colorado for any and all disputes, claims and actions arising from or in connection with the Services and/or these Terms of Use. In any dispute arising under this Agreement, the prevailing party will be entitled to attorneys' fees and expenses.

You agree to defend, indemnify, and hold harmless Qrati Labs, its affiliates, officers, directors, employees, agents, partners, licensees, customers and customers of such partners or licensees, sponsors, and agencies acting on their behalf, from and against any and all claims, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- (i) your User Content;
- (ii) any allegation that your User Content infringes or violates any intellectual property, publicity, or privacy rights;
- (iii) your failure to obtain required consents or releases;
- (iv) your breach of these Terms of Use; or
- (v) any use of your User Content by Qrati Labs or its sublicensees as permitted under these Terms.

You release Qrati Labs, its affiliates, and their respective directors, officers, employees and agents from all liability related to any and all claims and demands you may assert against any third party arising out of the Services. If you are a California resident, you waive California Civil Code Section 1542, which states, "A

general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

You agree not to export from anywhere any part of the Services provided to you or any direct product thereof except in compliance with, and with all licenses and approvals required under, applicable export laws, rules and regulations. All Services used by the U.S. Government are provided with the commercial license rights described herein. If any part of these Terms of Use is determined to be invalid or unenforceable, then the invalid or unenforceable provision will be replaced with a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Use will continue in effect. The section titles in these Terms of Use are solely used for the convenience of the parties and have no legal or contractual significance. Qrati Labs may assign this Agreement, in whole or in part, at any time with or without notice to you. You may not assign these Terms of Use, or assign, transfer or sublicense your rights, if any, in the Service. Qrati Labs' failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. Except as expressly stated herein, these Terms of Use constitute the entire agreement between you and Qrati Labs with respect to the Services and supersede all prior or contemporaneous communications of any kind between you and Qrati Labs with respect to the Services.

XX. Dispute Resolution.

1. Binding Arbitration

You agree that all disputes that relate to or arise from these Terms of Use or the Site and App must promptly be submitted to mandatory mediation held in Boulder, Colorado. If the parties cannot agree on a mediator, then any party may apply at any time to the presiding judge of the Boulder County Circuit Court for the appointment of a mediator, and the judge's selection of a mediator is binding on all parties. The parties must share equally (on a pro rata basis, based on the number of parties) in all costs of the mediation, including the mediator's fees, but each party is solely responsible for its own attorneys' fees. Every mediation must be completed within 2 months of the date on which the mediator is appointed. If, for any reason, the dispute is not resolved within 2 months, then the parties must promptly submit the dispute to binding arbitration held in Boulder, Colorado, in accordance with the rules of the Arbitration Service of Boulder, including the selection of an arbitrator. Judgment upon the arbitrator's award may be entered by any party in Boulder County Circuit Court. The judgment is final and binding on all parties and is not subject to any appeal by any party. The parties must share equally (on a pro rata basis, based on the number of parties) in all costs of the arbitration, including the arbitrator's fees, but each party is solely responsible for its own attorneys' fees. If, for any reason, any dispute proceeds in court rather than in arbitration, the dispute must be commenced and prosecuted in the state and federal courts located in Boulder County, Colorado, and you consent to and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to such venue and jurisdiction. Any application of the United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transaction Act (UCITA) are all excluded from these Terms of Use. YOU UNDERSTAND THAT, WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.

2. Restrictions

You agree that any arbitration is limited to the dispute between the parties and that to the fullest extent permitted by law (a) no arbitration may be joined with any other proceeding, (b) there is no

right or authority for any dispute to be arbitrated on a class-action basis or to utilize any class action procedures, (c) there is no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons, (d) the mediation and the arbitration will be kept confidential and all related proceedings (including all pleadings, documents, testimony, and awards) must not be disclosed except as required by applicable law and regulations.

3. Exceptions to Arbitration

Notwithstanding the above provisions, you agree that the following disputes are not subject to binding arbitration: (a) any dispute seeking to enforce or protect, or concerning the validity of, any of our intellectual property rights; (b) any dispute that is related to or arises from allegations of theft, piracy, invasion of privacy, or unauthorized use; (c) any claim for injunctive relief (e.g., pre-arbitral attachments, provisional relief, or preliminary injunctions); (d) any action by federal, state, or local government agencies; and (e) any claims that may be brought in small claims court.

XXI. Miscellaneous.

These Terms of Use and all policies and operating rules posted by us on the Site and App or with respect to the Site and App constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use will not operate as a waiver of the right or provision. These Terms of Use operate to the fullest extent permissible by law. **We may assign any or all of our rights and obligations to anyone at any time, whether in connection with any business or contractual transaction or in equity or by operation of law.** We are not responsible or liable for any loss, damage, injury, death, delay, or failure to act caused by any cause beyond our reasonable control, including public health emergencies, natural disasters, or civil unrest. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provision. There is no joint venture, partnership, employment, or agency relationship created between you and us as a result of these Terms of Use or use of the Site. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You waive all defenses based on the electronic form of these Terms of Use and the lack of signing by the parties to execute these Terms of Use.

Event Notice. Certain events hosted, promoted, or supported through the Services may take place in public or semi-public settings where photography, audio, or video recording may occur by event organizers, attendees, sponsors, or other third parties. Participation in such events is subject to any notices, terms, or policies established by the applicable event organizer or venue. Qrati Labs does not control and is not responsible for on-site recording practices or disclosures made by third parties.

XXII. Interpretation.

The headings in these Terms of Use do not affect the interpretation of these Terms of Use. Plural terms refer to all members of the relevant class, and singular terms refer to any one or more members of the relevant class. “Or” is not exclusive or disjunctive in its meaning. “Herein,” “hereof,” “hereunder,” and similar terms refer to this Agreement as a whole and not merely to the specific paragraph where it appears. “Including” means “including, but not limited to”. All pronouns also include the masculine, feminine, and neuter pronoun forms.

XXIII. Contact Us.

We welcome feedback, comments and suggestions for improvements to the Services ("**Feedback**"). You can submit Feedback by emailing us at info@qratilabs.com.

Terms of Use, v1.3

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