

# **TERMS AND CONDITIONS**

## **SERELORA INC.**

Last Modified: January 30, 2026

### **TABLE OF CONTENTS**

1. Welcome to Serelora
2. Agreement to Legal Terms
3. Important Medical Disclaimers
4. Description of Services
5. User Registration and Accounts
6. Information We Collect
7. Your Rights to Use the Platform
8. Intellectual Property Rights
9. User Representations and Warranties
10. Prohibited Activities
11. User Contributions and Feedback
12. Artificial Intelligence Disclosure
13. Protected Health Information (PHI)
14. Third-Party Services and Integrations
15. Purchases, Subscriptions, and Payment
16. Term and Termination
17. Modifications to Services and Terms
18. Disclaimer of Warranties
19. Limitation of Liability
20. Indemnification
21. Governing Law and Dispute Resolution
22. Electronic Communications
23. California Users and Residents
24. Miscellaneous Provisions
25. Contact Information

# 1. WELCOME TO SERELORA

1.1. Welcome to Serelora. The following terms and conditions ("**Terms and Conditions**" or "**Legal Terms**") govern the users' ("**User(s)**," "**you**," or "**your**") use of the Serelora platform and related services.

1.2. These Terms and Conditions form part of the agreement between you and **Serelora Inc.**, a Delaware corporation incorporated on January 19, 2026, with its registered office at 1111B S Governors Ave #99442, Dover, DE 19904, USA ("**Serelora**," "**Company**," "**we**," "**our**," or "**us**"), the operator of a healthcare technology platform that provides data infrastructure powering agentic workflows in healthcare.

1.3. Serelora offers a care coordination platform available via web application and mobile applications for iOS and Android (the "**Serelora App**"). Our platform provides features including: document ingestion and analysis, Patient Knowledge Graph construction and maintenance, AI-powered clinical summaries and risk assessments, ambient scribe functionality, care coordination tools, prior authorization assistance, and access to explainable AI workflows (collectively, the "**Platform**" or "**Services**").

1.4. If you wish to contact us, please email our support team at **support@serelora.com** or for legal matters at **legal@serelora.com**.

1.5. You must be at least 13 years old to use the Platform. If you are under 18 years old, usage of the Platform and your agreement to these Terms and Conditions require the consent of your parent or legal guardian. The Services are primarily intended for users who are at least 18 years old.

# 2. AGREEMENT TO LEGAL TERMS

2.1. These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity, and Serelora Inc., concerning your access to and use of the Services.

**2.2. BY ACCESSING OR USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY ALL OF THESE LEGAL TERMS. IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.**

2.3. It is important that you have read and understood these Terms and Conditions in conjunction with our **Privacy Policy** before using the Services. If you have difficulty understanding any aspect of these documents, please contact us at **legal@serelora.com**.

2.4. We recommend that you print a copy of these Legal Terms for your records. We will save the contractual text of the agreed Terms and Conditions and make them available upon request.

2.5. The contract languages for these Terms and Conditions are English. In the event of any conflict between the English version and any translation, the English version shall prevail.

### **3. IMPORTANT MEDICAL DISCLAIMERS**

**PLEASE READ THIS SECTION CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT THE LIMITATIONS OF OUR SERVICES.**

**3.1. NO MEDICAL DIAGNOSES. NEITHER THE SERELORA PLATFORM, NOR ANY OF ITS FEATURES, TOOLS, OR OUTPUTS, MAKE MEDICAL DIAGNOSES. THE PLATFORM PROVIDES HEALTH INFORMATION AND CLINICAL DECISION SUPPORT TOOLS FOR INFORMATIONAL PURPOSES ONLY. ALL AI-GENERATED CONTENT, INCLUDING CLINICAL SUMMARIES, RISK ASSESSMENTS, AND CARE RECOMMENDATIONS, ARE INFORMATIONAL AND DO NOT CONSTITUTE MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT.**

**3.2. SEEK PROFESSIONAL MEDICAL ADVICE. PLEASE SEEK THE ADVICE OF A QUALIFIED MEDICAL PROFESSIONAL IF YOU ARE CONCERNED ABOUT YOUR HEALTH OR THE HEALTH OF SOMEONE IN YOUR CARE. IN CASE OF A MEDICAL EMERGENCY, CONTACT EMERGENCY SERVICES (911 IN THE UNITED STATES) IMMEDIATELY. ALWAYS CONSULT YOUR DOCTOR, GENERAL PRACTITIONER, OR OTHER QUALIFIED HEALTH CARE PROVIDER IF YOU HAVE ANY QUESTIONS REGARDING ANY MEDICAL ISSUES.**

**3.3. DO NOT DISREGARD PROFESSIONAL ADVICE. YOU SHOULD NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE, DELAY SEEKING MEDICAL TREATMENT, OR CANCEL AN APPOINTMENT WITH A HEALTHCARE PROVIDER BECAUSE OF INFORMATION YOU HAVE READ, RECEIVED, OR ACCESSED THROUGH THE SERELORA PLATFORM.**

**3.4. HUMAN AUTHORIZATION REQUIRED. ALL AI-GENERATED OUTPUTS, INCLUDING BUT NOT LIMITED TO CLINICAL SUMMARIES, RISK SCORES, PRIOR AUTHORIZATION PREFILLS, AND CARE RECOMMENDATIONS, MUST BE REVIEWED AND APPROVED BY AN AUTHORIZED HEALTHCARE PROFESSIONAL BEFORE ANY CLINICAL OR ADMINISTRATIVE ACTION IS TAKEN. SERELORA DOES NOT SUBMIT HIGH-STAKES FORMS OR EXECUTE CLINICAL DECISIONS WITHOUT HUMAN AUTHORIZATION.**

3.5. The information provided through the Platform is not a substitute for professional medical advice, examination, diagnosis, or treatment. You are solely responsible for any decisions you make regarding your health or the health of those in your care based on information provided through the Platform.

### **4. DESCRIPTION OF SERVICES**

4.1. **Platform Overview.** Serelora provides data infrastructure that powers agentic workflows in healthcare. Our platform ingests unstructured clinical, financial, and administrative inputs and constructs a living Patient Knowledge Graph used to power explainable AI workflows, clinical summaries, insurance navigation, and coordinated care actions.

4.2. **Core Features.** The Platform includes the following features and functionalities:

- **Patient Knowledge Graph (PKG):** A structured, canonical representation of clinical, financial, and social information organized as nodes, edges, and provenance metadata

- **Document Ingestion:** Upload and analysis of medical records, lab reports, imaging reports, insurance documents, and other healthcare-related files
- **Clinical Summaries:** AI-generated summaries in standardized formats including SBAR (Situation-Background-Assessment-Recommendation)
- **Risk Assessment:** AI-powered risk scores, health assessments, and predictive indicators with explainability
- **Ambient Scribe:** Audio capture and transcription of clinical encounters (with explicit consent)
- **Prior Authorization Assistance:** Prefill and documentation support for prior authorization submissions
- **Care Coordination:** Tools for referral management, care transitions, and provider communication
- **Data Export:** FHIR/JSON export of Patient Knowledge Graph and source documents

4.3. **Free and Paid Services.** Certain features of the Platform may be provided free of charge, while other features may require a paid subscription or may be available through enterprise arrangements with healthcare organizations, employers, or payers.

4.4. **Informational Purposes Only.** All information accessible through the Platform is provided solely for informational purposes. No information presented through the Platform constitutes a medical consultation or is intended to replace consultation with a qualified healthcare professional.

## 5. USER REGISTRATION AND ACCOUNTS

5.1. **Account Creation.** To access certain features of the Platform, you may be required to register and create a user account ("**User Account**") with a username and password. Registration constitutes a binding offer to be bound by these Terms and Conditions.

5.2. **Account Information.** You agree that all registration information you submit will be true, accurate, current, and complete. You will maintain the accuracy of such information and promptly update your registration information as necessary. If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account.

5.3. **Password Security.** We advise Users to use strong passwords consisting of a combination of numbers, upper and lower case letters, and symbols. You are responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your User Account.

5.4. **Account Security.** You agree to notify us immediately at [security@serelora.com](mailto:security@serelora.com) if you suspect that your User Account has been compromised or accessed without authorization.

5.5. **Third-Party Authentication.** You may be able to access your User Account via third-party authentication services. If you connect through a third-party service provider, you grant us access to certain information you have provided to that service provider as permitted by their terms and our Privacy Policy.

5.6. **Account Portability.** Your User Account credentials may be used across multiple Serelora products and services. Different products may have supplemental terms and conditions.

## 6. INFORMATION WE COLLECT

6.1. **Privacy Policy.** Protecting your privacy and any data relating to you is immensely important to us. Please read our Privacy Policy to understand how and for what purposes we collect, use, and protect your information.

6.2. **Compliance.** Any Personal Data generated by your use of the Platform will be collected, stored, and processed in compliance with applicable data protection laws, including the Health Insurance Portability and Accountability Act (HIPAA), the California Consumer Privacy Act (CCPA), the General Data Protection Regulation (GDPR) where applicable, and other relevant privacy regulations.

6.3. **Anonymized Data License.** You hereby grant us the perpetual, worldwide, transferable, and sublicensable right to use data which we have de-identified or anonymized in accordance with applicable law (including HIPAA safe harbor or expert determination standards) in any manner for research, product improvement, analytics, and other lawful purposes. You acknowledge and accept that we own all right, title, and interest in and to any data derived by us from such anonymized data.

## 7. YOUR RIGHTS TO USE THE PLATFORM

7.1. **License Grant.** Subject to your compliance with these Terms and Conditions, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Platform for your personal use or, if you are a healthcare provider or authorized representative, for providing care to patients in accordance with these Terms.

7.2. **Use on Behalf of Others.** If you use the Platform on behalf of another person (such as a patient or family member), you are responsible for ensuring that such use is permitted under applicable privacy and healthcare laws. You must obtain applicable consent from that person and inform them about our Terms and Conditions and Privacy Policy.

7.3. **No Transfer.** You are prohibited from transferring your license to anyone else, or selling, giving away, or transferring your User Account to anyone else without our prior written consent.

7.4. **Restrictions.** Unless expressly permitted, you agree not to:

- Copy, reproduce, or replicate the Platform or any part thereof
- Sell, sublicense, rent, lease, or otherwise make the Platform available to third parties
- Modify, adapt, translate, or create derivative works based on the Platform
- Reverse engineer, decompile, disassemble, or attempt to derive the source code of the Platform
- Remove, alter, or obscure any proprietary notices, labels, or marks on the Platform
- Use the Platform to develop a competing product or service

## 8. INTELLECTUAL PROPERTY RIGHTS

8.1. **Our Intellectual Property.** The Platform and all content therein, including but not limited to software, source code, databases, functionality, website designs, audio, video, text, photographs, graphics, algorithms, AI models, and the Patient Knowledge Graph technology (collectively, the "**Content**"), as well as trademarks, service marks, logos, and trade names (the "**Marks**"), are owned by or licensed to Serelora and are protected by copyright, trademark, patent, trade secret, and other intellectual property laws.

8.2. **Limited Use.** The Content and Marks are provided through the Services "AS IS" for your permitted use only. No part of the Services may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose without our express prior written permission.

8.3. **Trademark Usage.** Your right to use the name "Serelora" or any of our trademarks, logos, domain names, or other distinctive brand features is strictly limited to the scope expressly permitted in these Terms and Conditions or in a separate written agreement.

8.4. **Reservation of Rights.** We reserve all rights not expressly granted to you in and to the Services, Content, and Marks. Any breach of these Intellectual Property Rights will constitute a material breach of these Terms and Conditions and your right to use the Services will terminate immediately.

## **9. USER REPRESENTATIONS AND WARRANTIES**

9.1. By using the Services, you represent and warrant that:

- (1) All registration information you submit is true, accurate, current, and complete;
- (2) You will maintain the accuracy of such information and promptly update it as necessary;
- (3) You have the legal capacity to enter into these Terms and Conditions and agree to comply with them;
- (4) You are not a minor in the jurisdiction in which you reside, or if you are a minor, you have received parental or guardian permission;
- (5) You will not access the Services through automated or non-human means, whether through bots, scripts, or otherwise, except as expressly permitted;
- (6) You will not use the Services for any illegal or unauthorized purpose;
- (7) Your use of the Services will not violate any applicable law or regulation;
- (8) If you are a healthcare provider, you hold all necessary licenses and credentials to provide healthcare services in your jurisdiction;
- (9) You will comply with all applicable healthcare laws and regulations, including HIPAA, when using the Services;

9.2. If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services.

## **10. PROHIBITED ACTIVITIES**

10.1. You may not access or use the Services for any purpose other than that for which we make the Services available. As a user of the Services, you agree NOT to:

- Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict use or copying of Content
- Create multiple User Accounts for fraudulent purposes or to circumvent restrictions
- Provide false or misleading information in your User Account or to our support team
- Use the Services if we have suspended or terminated your access
- Send spam, junk mail, chain letters, or unsolicited communications
- Engage in any unlawful, fraudulent, or illegal activity
- Modify, interfere with, intercept, disrupt, or hack the Services or any connected systems
- Introduce viruses, trojans, worms, logic bombs, malware, or other harmful material

- Systematically retrieve data or content from the Services to create a collection, database, or directory without written permission
- Use any automated system, including spiders, robots, scrapers, or data mining tools, except as permitted
- Attempt to impersonate another user, person, or entity
- Harass, abuse, threaten, or intimidate any other user or our employees
- Use the Services to collect usernames, email addresses, or other information for unsolicited communications
- Use the Services to compete with us or for any revenue-generating endeavor not authorized by us
- Post or transmit any content that is abusive, threatening, obscene, defamatory, or otherwise objectionable
- Violate the privacy rights of any third party or enter information about third parties without their consent
- Sell, transfer, or assign your User Account or any rights granted under these Terms
- Use the Services in any manner that could damage, disable, overburden, or impair the Services

10.2. **Consequences of Violation.** Non-compliance with these prohibited activities constitutes a material breach of these Terms and may result in: (a) immediate suspension or permanent termination of your access to the Services; (b) a warning being sent to you; (c) legal proceedings against you, including claims for damages and reimbursement of costs; and (d) disclosure of information to law enforcement authorities as permitted by law.

## 11. USER CONTRIBUTIONS AND FEEDBACK

11.1. **Submissions.** By sending us any question, comment, suggestion, idea, feedback, or other information about the Services ("**Submissions**"), you agree to assign to us all intellectual property rights in such Submission. You agree that we shall own such Submissions and be entitled to unrestricted use and dissemination for any lawful purpose, without acknowledgment or compensation.

11.2. **Contributions.** The Services may allow you to submit, post, or transmit content and materials ("**Contributions**"). By posting any Contributions, you grant us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right and license to use, copy, reproduce, distribute, publish, store, publicly perform, publicly display, reformat, translate, and exploit your Contributions for any purpose.

11.3. **Responsibility for Contributions.** You are solely responsible for your Contributions and expressly agree to reimburse us for any losses we may suffer because of your Contributions, including any breach of third-party rights or applicable law.

11.4. **Right to Remove.** Although we have no obligation to monitor Contributions, we reserve the right to remove or edit any Contributions at any time without notice if we consider such Contributions

harmful or in breach of these Terms. We may also suspend or disable your account and report violations to authorities.

## 12. ARTIFICIAL INTELLIGENCE DISCLOSURE

12.1. **AI-Powered Features.** The Platform includes products, features, and tools powered by artificial intelligence, machine learning, and similar technologies (collectively, "**AI Products**"). These tools are designed to enhance healthcare coordination and provide clinical decision support.

12.2. **Third-Party AI Providers.** We may provide AI Products through third-party service providers ("**AI Service Providers**"). Your input, output, and information may be shared with and processed by these AI Service Providers to enable your use of AI Products. You must not use the AI Products in any way that violates the terms or policies of any AI Service Provider.

12.3. **Provenance and Explainability.** Every AI-generated output includes provenance metadata identifying source documents, timestamps, and extractor versions. This enables verification of evidence underlying any AI-generated content.

12.4. **No AI Autonomy for Clinical Decisions.** AI outputs are informational only. All AI suggestions, recommendations, risk scores, and proposed actions require review and approval by authorized human users before any clinical or administrative action is taken. The Platform does not autonomously execute clinical decisions.

12.5. **AI Limitations.** AI Products may produce errors, omissions, or inaccuracies. You should not rely solely on AI outputs for any clinical, legal, financial, or other consequential decisions. Always verify AI outputs against source documents and professional judgment.

## 13. PROTECTED HEALTH INFORMATION (PHI)

13.1. **HIPAA Compliance.** When Serelora handles Protected Health Information as defined under HIPAA, we comply with applicable HIPAA Privacy, Security, and Breach Notification Rules.

13.2. **Business Associate Agreements.** Where required, Serelora enters into Business Associate Agreements (BAAs) with covered entities and maintains BAAs with subcontractors that handle PHI.

13.3. **Your Responsibilities.** If you are a healthcare provider or covered entity using the Platform, you are responsible for:

- Ensuring you have appropriate authorizations and consents to share PHI with Serelora
- Complying with HIPAA and other applicable healthcare privacy laws
- Using the Platform only for permitted purposes under HIPAA
- Reporting any suspected security incidents or breaches to us promptly
- Maintaining appropriate safeguards on your end to protect PHI

13.4. **Patient Rights.** Patients whose PHI is processed through the Platform retain all rights under HIPAA, including rights to access, amend, and receive an accounting of disclosures of their PHI. See our Privacy Policy for details on how to exercise these rights.

## 14. THIRD-PARTY SERVICES AND INTEGRATIONS

14.1. **Third-Party Links.** The Services may contain links to third-party websites, applications, or resources. These links are provided for your information only. We do not control and are not responsible for the content, privacy policies, or practices of third-party websites.

14.2. **EHR and Integration Partners.** The Platform may integrate with Electronic Health Record (EHR) systems, claims aggregators, laboratories, and other healthcare-related services. Your use of these integrations is subject to the terms and privacy policies of those third parties in addition to these Terms.

14.3. **Third-Party Mini-Apps.** Third-party developers may build applications that integrate with Serelora. These applications are subject to separate terms and must comply with our developer policies. We are not responsible for third-party applications.

14.4. **No Endorsement.** Inclusion of links to third-party services or content does not imply endorsement by Serelora. You access third-party services at your own risk.

## 15. PURCHASES, SUBSCRIPTIONS, AND PAYMENT

15.1. **Payment Terms.** Certain features of the Services may require payment. You agree to provide current, complete, and accurate billing information for all purchases. All payments shall be in US dollars unless otherwise specified.

15.2. **Subscription Renewal.** If you purchase a subscription, it will continue and automatically renew unless canceled. You consent to our charging your payment method on a recurring basis until you cancel.

15.3. **Cancellation.** You can cancel your subscription at any time through your account settings. Cancellation will take effect at the end of the current paid term. All purchases are non-refundable unless otherwise required by law.

15.4. **Price Changes.** We may change subscription fees from time to time and will communicate price changes in accordance with applicable law. Continued use after a price change constitutes acceptance of the new pricing.

15.5. **Enterprise Arrangements.** Enterprise customers may be subject to separate Master Service Agreements, Order Forms, or other contractual arrangements that supersede certain provisions of these Terms.

## 16. TERM AND TERMINATION

16.1. **Term.** These Terms remain in full force and effect while you use the Services.

16.2. **Your Right to Terminate.** You may stop using the Services and terminate your agreement with us at any time. To deactivate your User Account, follow the instructions in your account settings or contact us at support@serelora.com.

16.3. **Our Right to Terminate.** We reserve the right to, in our sole discretion and without notice or liability, deny access to the Services to any person for any reason, including breach of these Terms. If we choose to terminate your account without cause, we will provide you with reasonable notice.

16.4. **Termination for Cause.** Either party may terminate for cause immediately upon written notice if the other party materially breaches these Terms and fails to cure such breach within 30 days of notice.

16.5. **Effect of Termination.** Upon termination: (a) your license to use the Services terminates immediately; (b) we will delete your Personal Data in accordance with our Privacy Policy and applicable law; (c) our rights to use anonymized data as described in Section 6.3 survive termination; and (d) all provisions that by their nature should survive termination shall survive.

16.6. **Prohibited Re-registration.** If we terminate your account for breach, you are prohibited from registering a new account under your name, a fake name, or the name of any third party.

## 17. MODIFICATIONS TO SERVICES AND TERMS

17.1. **Modifications to Services.** We reserve the right to change, modify, update, suspend, or discontinue the Services or any features at any time without notice. We will not be liable for any modification, suspension, or discontinuance of the Services.

17.2. **Modifications to Terms.** We may amend these Terms from time to time. The current version will be posted on our website with the "Last Modified" date updated. For material changes, we will notify you at least 30 days before the changes take effect.

17.3. **Acceptance of Changes.** Your continued use of the Services after changes become effective constitutes acceptance of the revised Terms. If you do not agree to the revised Terms, you must stop using the Services.

17.4. **Right to Object.** If you object to changes within the notice period and it is unreasonable for us to continue providing Services under the previous Terms, we may terminate the agreement effective on the date the new Terms take effect.

## 18. DISCLAIMER OF WARRANTIES

**18.1. AS-IS BASIS. THE SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR**

**IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.**

**18.2. NO WARRANTY OF ACCURACY. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY, COMPLETENESS, RELIABILITY, CURRENTNESS, OR TIMELINESS OF THE SERVICES' CONTENT, INCLUDING AI-GENERATED OUTPUTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.**

**18.3. NO WARRANTY OF AVAILABILITY. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.**

**18.4. MEDICAL DISCLAIMER. WE DO NOT WARRANT THAT THE SERVICES WILL MEET YOUR MEDICAL OR HEALTHCARE REQUIREMENTS. THE SERVICES ARE NOT INTENDED TO DIAGNOSE, TREAT, CURE, OR PREVENT ANY DISEASE OR MEDICAL CONDITION. ALWAYS SEEK THE ADVICE OF QUALIFIED HEALTHCARE PROFESSIONALS.**

## **19. LIMITATION OF LIABILITY**

**19.1. EXCLUSION OF DAMAGES. IN NO EVENT WILL SERELORA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, LICENSORS, OR SERVICE PROVIDERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, LOSS OF DATA, LOSS OF GOODWILL, PERSONAL INJURY, WRONGFUL DEATH, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**19.2. AGGREGATE LIABILITY CAP. NOTWITHSTANDING ANYTHING TO THE CONTRARY, OUR AGGREGATE LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION, WILL AT ALL TIMES BE LIMITED TO THE GREATER OF: (A) THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE TWELVE (12) MONTHS PRIOR TO THE CLAIM; OR (B) ONE HUNDRED DOLLARS (\$100.00).**

**19.3. SOLE REMEDY. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SERVICES IS TO STOP USING THEM.**

**19.4. Jurisdictional Limitations.** Certain jurisdictions do not allow limitations on implied warranties or exclusion of certain damages. If these laws apply to you, some or all of the above disclaimers or limitations may not apply, and you may have additional rights.

## 20. INDEMNIFICATION

20.1. You agree to defend, indemnify, and hold harmless Serelora, its subsidiaries, affiliates, and all respective officers, directors, agents, partners, employees, licensors, and service providers 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:

- Your use of the Services
- Your breach of these Terms and Conditions
- Your breach of any representations and warranties set forth herein
- Your violation of the rights of any third party, including intellectual property, privacy, or publicity rights
- Your violation of any applicable law or regulation
- Your Contributions or Submissions
- Any harmful act toward any other user of the Services
- Any unauthorized or improper use of your User Account

20.2. 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.

## 21. GOVERNING LAW AND DISPUTE RESOLUTION

21.1. **Governing Law.** These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Delaware, United States, without regard to its conflict of law principles.

21.2. **Informal Negotiations.** To expedite resolution and control costs, you and Serelora agree to first attempt to negotiate any dispute informally for at least sixty (60) days before initiating arbitration or litigation. Informal negotiations commence upon written notice from one party to the other.

21.3. **Binding Arbitration.** If informal negotiations fail, any dispute arising out of or relating to these Terms shall be finally resolved by binding arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules. The arbitration shall be conducted in Wilmington, Delaware, or another mutually agreed location. The arbitrator's decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

21.4. **Class Action Waiver.** YOU AND SERELORA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. The arbitrator may not consolidate more than one person's claims and may not preside over any form of representative or class proceeding.

21.5. **Exceptions.** Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any court of competent jurisdiction to protect its intellectual property rights or confidential information.

21.6. **Jurisdiction.** For any matters not subject to arbitration, the courts located in Wilmington, Delaware shall have exclusive jurisdiction. You consent to personal jurisdiction in such courts.

## 22. ELECTRONIC COMMUNICATIONS

22.1. **Consent to Electronic Communications.** You consent to receive communications from us electronically, including by email, text message, in-app notifications, and notices posted on the Services. You agree that all agreements, notices, disclosures, and other communications we provide electronically satisfy any legal requirement that such communications be in writing.

22.2. **Electronic Signatures.** You agree to the use of electronic signatures, contracts, orders, and other records, and to electronic delivery of notices, policies, and records of transactions.

22.3. **Notice Delivery.** Notices to you may be sent to the email address associated with your User Account. Notices are deemed delivered when sent. You are responsible for maintaining a current email address in your account settings.

## 23. CALIFORNIA USERS AND RESIDENTS

23.1. If any complaint with us is not satisfactorily resolved, California residents may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

23.2. Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: The Services are provided by Serelora Inc., 1111B S Governors Ave #99442, Dover, DE 19904. To file a complaint, contact us at [legal@serelora.com](mailto:legal@serelora.com).

## 24. MISCELLANEOUS PROVISIONS

24.1. **Entire Agreement.** These Terms and Conditions, together with our Privacy Policy and any supplemental terms, constitute the entire agreement between you and Serelora regarding the Services and supersede all prior agreements and understandings.

24.2. **Severability.** If any provision of these Terms is found to be unlawful, void, or unenforceable, that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

24.3. **No Waiver.** Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision.

24.4. **Assignment.** We may assign our rights and obligations under these Terms to any party at any time without notice. You may not assign your rights or obligations without our prior written consent.

24.5. **No Third-Party Beneficiaries.** These Terms do not create any third-party beneficiary rights except as expressly provided.

24.6. **Force Majeure.** We shall not be liable for any failure or delay in performance due to causes beyond our reasonable control, including acts of God, natural disasters, war, terrorism, labor disputes, government actions, or internet or telecommunications failures.

24.7. **Headings.** The section headings in these Terms are for convenience only and have no legal or contractual effect.

24.8. **Interpretation.** These Terms shall not be construed against us by virtue of having drafted them.

## **25. CONTACT INFORMATION**

If you have questions or comments about these Terms and Conditions, please contact us at:

**Serelora Inc.**

1111B S Governors Ave #99442

Dover, DE 19904

United States

General Inquiries: **support@serelora.com**

Legal Matters: **legal@serelora.com**

Security Issues: **security@serelora.com**

Privacy Requests: **privacy@serelora.com**

\* \* \*

*By using the Serelora Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.*