



Term of Service

Last Updated Date: January 25, 2025

PLEASE READ THIS TERMS OF SERVICE AGREEMENT CAREFULLY. EMOTION SOFTWARE DEVELOPMENT, LLC D/B/A QWILLO (“**QWILLO**”/“**WE**”/“**US**”/“**OUR**”) OWNS AND OPERATES THE WEBSITE LOCATED AT [HTTPS://QWILLOTALK.COM/](https://qwillotalk.com/) (THE “**WEBSITE**”) AND ANY SUBDOMAINS USED IN CONNECTION WITH OR RELATED TO THE SAME, AND THE QWILLO WEB & MOBILE APPLICATIONS MADE AVAILABLE BY QWILLO AND THROUGH THIRD-PARTY MARKETPLACES (THE “**APP**”). THESE TERMS OF SERVICE (AS AMENDED FROM TIME TO TIME, THESE “**TERMS OF SERVICE**” OR THIS “**AGREEMENT**”) APPLY TO ALL USERS OF THE WEBSITE, INCLUDING USERS WHO UPLOAD ANY MATERIALS TO THE WEBSITE, USERS WHO USE SERVICES PROVIDED THROUGH THIS WEBSITE, USERS WHO DOWNLOAD THE APP, AND USERS WHO SIMPLY VIEW THE CONTENT ON OR AVAILABLE THROUGH THIS WEBSITE.

YOU MUST BE AT LEAST EIGHTEEN (18) YEARS OLD TO USE THE WEBSITE AND APP. BY ACCESSING, BROWSING, AND USING THIS WEBSITE AND/OR THE APP, YOU INDICATE THAT YOU HAVE READ AND ACCEPT THESE TERMS OF SERVICE WHICH CONSTITUTES A BINDING LEGAL AGREEMENT GOVERNED BY AND MADE UNDER CANADIAN LAW BETWEEN YOU AND QWILLO. IF YOU DO NOT ACCEPT THESE TERMS OF SERVICE, THEN DO NOT USE THE APP OR THIS WEBSITE OR ANY OF THEIR CONTENT OR SERVICES. THE TERM “**YOU**” OR “**YOUR**” REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE USER WHEN YOU’RE REGISTERED ON THE WEBSITE OR THE APP. **IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF SERVICE, YOU MAY NOT ACCESS OR USE THIS WEBSITE, THE APP, OR THE SERVICE** (DEFINED IN SECTION 1 BELOW).

PLEASE BE AWARE THAT SECTION 23 OF THESE TERMS OF SERVICE, BELOW, CONTAINS PROVISIONS GOVERNING HOW CLAIMS THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT AROSE OR WERE ASSERTED PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. IN PARTICULAR, IT CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS.

ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO YOUR USE OF THE SERVICE, THE APP, OR THE WEBSITE WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE JURISDICTION SET OUT IN SECTION 26.

NON-MOBILE APP USERS: IF YOU SUBSCRIBE FOR A FREE TRIAL YOU WILL HAVE THE RIGHT TO USE THE SERVICE FOR THE TRIAL PERIOD. YOUR ABILITY TO USE ALL FEATURES OF THE SERVICE WILL TERMINATE ON EXPIRY OF THE TRIAL UNLESS YOU OPT TO MAKE A PURCHASE TO SUBSCRIBE TO A PAID PLAN GRANTING FULL ACCESS TO THE SERVICE.



MOBILE APP USERS: IF YOU SUBSCRIBE FOR A FREE TRIAL YOU WILL HAVE THE RIGHT TO USE THE SERVICE FOR THE TRIAL PERIOD THROUGH THE APP IF YOU DOWNLOAD THE QWILLO APP THROUGH A THIRD-PARTY APP STORE. YOUR ABILITY TO USE ALL FEATURES OF THE APP WILL TERMINATE ON EXPIRY OF THE TRIAL UNLESS YOU OPT TO MAKE AN IN-APP PURCHASE TO SUBSCRIBE TO A PAID PLAN GRANTING FULL ACCESS TO THE SERVICE. PLEASE SEE FURTHER DETAILS OF APP SUBSCRIPTION PLANS IN SECTION 14 BELOW.

IF YOU ARE ACCEPTING THESE TERMS OF SERVICE ON BEHALF OF A CORPORATION OR OTHER ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE NECESSARY RIGHT AND AUTHORITY TO ENTER INTO THESE TERMS OF SERVICE ON BEHALF OF SUCH CORPORATION OR ENTITY AND TO BIND SUCH CORPORATION OR ENTITY TO THESE TERMS OF SERVICE.

PLEASE NOTE THAT THESE TERMS OF SERVICE ARE SUBJECT TO CHANGE BY QWILLO IN ITS SOLE DISCRETION AT ANY TIME. You may read a current, effective copy of these Terms of Service by visiting the “Terms of Service” link on the Website and under the “Settings — Terms of Service” section of the App. When material changes are made, Qwillo will send you an email and/or in-App notification. We will also update the “Last Updated” date at the top of the Terms of Service. Any non-material change (such as clarifications) to these Terms of Service and any new terms governing new features, functionality, or services will become effective on the date the change is posted. Any material changes to the Terms of Service will be effective: (i) immediately if you are a new user of the Website, the App, and/or Service; and (ii) if you are an existing user of the Website, the App, and/or Service, upon the earlier of (a) thirty (30) days after notice is provided of such changes, which notice may be provided on the Website for existing users or by dispatch of an e-mail or in-App notice, or (b) your acceptance of the updated Terms of Service. Qwillo may require you to provide consent to the updated Terms of Service in a specified manner before further use of the Website, the App, and/or the Service is permitted. If you do not agree to any change(s) after receiving a notice of such change(s) or otherwise do not agree with these Terms of Service, you shall stop using the Website, the App, and/or the Service. Otherwise, your continued use of the Website, the App, and/or Service constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE WEBSITE OR THE APP’S “SETTINGS” PAGE TO VIEW THE THEN-CURRENT TERMS.

1. THE SERVICE.

1. **The Service.** The Qwillo service enables users to run a mobile service business including without limitation CRM, scheduling, billing, invoicing, and payment integration functions, as well as the Qwillo payment processing service, all as further described on the Website (the “**Service**”) and the underlying hardware, software, network storage, and related technology required to run the Service is provided by Qwillo and its third-party vendors and hosting partners.
2. **Your Privacy.** We respect the privacy of our users. For more information please see our Privacy Policy, located at <https://Qwillotalk.com/privacy-policy/> and under the “Settings — Privacy Policy” section of our App (the “**Privacy Policy**”). By using the Website, the App, and/or the Service, you consent to our collection, use, and disclosure of personal information and other data as outlined therein.
3. **Additional Terms.** Your use of the Website, the App, and the Service is subject to all additional terms, policies, rules, product documentation, published materials, or guidelines applicable to



the Website, the App, and the Service (or certain features and/or functionality thereof) that we may post on or link to from the Website, the App, or the Service (the “**Additional Terms**”). All such terms are hereby incorporated by reference into these Terms of Service, and may be amended from time to time by us. In the event that any Additional Terms are inconsistent with the Terms of Service, those Additional Terms will govern.

Without limiting the foregoing, a description of certain features and/or functionality, and corresponding Additional Terms, is set out below:

1. **Qwillo Payments.** (COMING SOON) Optional features of the Service include “Qwillo Payments”, a white-labeled payment solution which assists users with accepting and processing payments from customers, and which is provided by a third-party payment processor. Please see the Qwillo Payments Terms of Service located at <https://Qwillotalk.com/payment-terms-of-service> for the terms which will apply to all users of the Qwillo Payments Service. Qwillo may, at any time and in its sole discretion, automatically enable Qwillo Payments on your account. By agreeing to these Terms of Service you agree that Qwillo Payments may be automatically enabled. Your use of Qwillo Payments will be subject to the Qwillo Payment Terms of Services and any other terms incorporated therein. You may disable Qwillo Payments at any time in your account settings.

2. REGISTRATION.

1. **Generally.** You must provide your full legal name, a valid email address, and any other information requested in order to complete the signup process and access certain features of the Website, the App, and/or Service. If you choose to register for the Website, the App, and/or the Service, you agree to provide and maintain true, accurate, current, and complete information about yourself as prompted by the Service’s registration form. You may also access the Website, App, and/or Service by accessing certain social networking services (“**SNSs**”) through which you have connected to the Website (each such account, a “**Third-Party Account**”), or an account with the provider of the App for the user’s mobile device. Any personal information provided by you as part of the sign-up process for the Service will be used and stored in accordance with the Qwillo Privacy Policy. We also collect email addresses from any users of the Service (the “**User**”) that downloads content from the Website.
2. **Account Ownership.** If you register for the Service on behalf of a business organization, that business organization will be the legal and beneficial account owner. For the purpose of these Terms of Service, regardless of whether you register for an account as an individual, or on behalf of an organization, the billing contact person will be the default account owner (the “**Account Owner**”). The Account Owner will have certain rights within the account, including the right to cancel the account, delete information from the account, and appoint administrators. Notwithstanding anything to the contrary contained herein, you acknowledge and agree that the term Account Owner does not convey or connote ownership rights or any other property interest in an account, even where you are designated as the Account Owner, and you further acknowledge and agree that all rights in and to your account are and shall forever be owned by and inure to the benefit of Qwillo. Although the Account Owner can also appoint a new Account Owner if the billing contact is not the appropriate person to manage the account, in the event of



a dispute regarding entitlement to access an account, we reserve the right to request documentation to determine or confirm account ownership. Documentation may include, but is not limited to, a scanned copy of your business license, government issued photo ID, the last four digits of the credit card on file, or any other information that Qwillo may reasonably request in its discretion. Qwillo retains the right to determine, in our sole judgment, who the rightful Account Owner is and may transfer an account to the person we consider is the rightful Account Owner. If we are unable to reasonably determine the rightful Account Owner, Qwillo reserves the right to temporarily disable an account until resolution has been determined between the disputing parties.

3. **Employee Users.** Depending on your Qwillo subscription plan, the Account Owner may be able to create additional accounts allowing other authorized people, such as their employees, (“**Employee Users**”) to access their business’ account. Employee Users will be invited by the Account Owner or other authorized individual to create a Qwillo account. Each Employee User will be required to provide their full legal name and a valid email address, and such other contact information as Qwillo may reasonably require from time to time. Account Owners and administrators can set the permissions and level of access for each Employee User in its account. The Account Owner is responsible for: (a) ensuring its employees, or other authorized agents or third parties, comply with these Terms of Service; (b) any breach of these Terms of Service by its employees, or other authorized agents or third parties; and (c) ensuring Employee User access is up to date and reflect any changes to the status of authorized individuals. The Account Owner and all Employee Users are each “users” of the Services and are bound by these Terms of Service.
4. **Third-Party Accounts.** If you access the Website, the App, and/or Service through a SNS as part of the functionality of the Website, the App, and/or the Service, you may link your account with Third-Party Accounts by allowing Qwillo to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent that you are entitled to disclose your Third-Party Account login information to Qwillo and/or grant Qwillo access to your Third-Party Account (including, but not limited to, for use for the purposes described herein) without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating Qwillo to pay any fees or making Qwillo subject to any usage limitations imposed by such third-party service providers. By granting Qwillo access to any Third-Party Accounts, you understand that Qwillo may access, make available and store (if applicable) any information, data, text, software, music, sound, photographs, graphics, video, messages, tags, and/or other materials accessible through the Website, the App, and/or Service (“**Content**”) that you have provided to and stored in your Third-Party Account (“**SNS Content**”) so that it is available on and through the Website, the App, and/or Service via your account. Unless otherwise specified in the Terms of Service, all SNS Content shall be considered to be User Content (as defined in Section 4) for all purposes of the Terms of Service. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your account on the Website, the App, and/or Service. Please note that if a Third-Party



Account or associated service becomes unavailable, or the third-party service provider terminates Qwillo's access to such Third-Party Account or Qwillo terminates access, then SNS Content will no longer be available on and through the Website, the App, and/or Service. If you decide at any time that you no longer wish to have your Third-Party Account linked to your account, please contact us at privacy@Qwillotalk.com. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS, AND QWILLO DISCLAIMS ANY LIABILITY FOR PERSONALLY IDENTIFIABLE INFORMATION THAT MAY BE PROVIDED TO IT BY SUCH THIRD-PARTY SERVICE PROVIDERS IN VIOLATION OF THE PRIVACY SETTINGS THAT YOU HAVE SET IN SUCH THIRD-PARTY ACCOUNTS. You, and not Qwillo, will be responsible for any and all costs and charges associated with your use of any Third-Party Accounts. Qwillo enables these Third-Party Accounts merely as a convenience and the integration or inclusion of such Third-Party Accounts does not imply an endorsement or recommendation. Any dealings you have with third parties while using the Website, the App, and/or the Services are between you and the third party. Qwillo makes no effort to review any SNS Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and Qwillo is not responsible for any SNS Content.

3. FEES, PAYMENTS, REFUNDS, UPGRADING, AND DOWNGRADING.

Qwillo App subscribers please refer to Section 14 below for details relating to subscription plans, fees, and service cancellation through the App.

1. Information on the current fees for Users who are registered for the Service can be found in the billing section of your account. If you are a new User or prospective User of the Service and would like more information about our pricing models and products, please see our pricing page, located at <https://Qwillotalk.com>. From time to time, we may offer a free trial of the Service, in our sole discretion granting access to the Service for a period of time determined by Qwillo. A valid credit card is required for paying accounts. **If you sign up for a recurring (e.g., monthly or annual) paid account, and you do not cancel that account before the end of any provided trial period, you will be billed starting on the first day following the trial period. If you cancel prior to the processing of your first invoice (i.e., up to and including the last day of your free trial), your access to the Service will terminate, and your credit card will not be charged.**
2. **Automatic Renewal.** Your subscription will continue indefinitely until terminated in accordance with Section 18 below. After your initial subscription period, and again after any subsequent subscription period, your subscription will automatically commence on the first day following the end of such period (each a "**Renewal Commencement Date**") and continue for an additional equivalent period, at Qwillo's then-current price for such subscription. You agree that your account will be subject to this automatic renewal feature unless (i) in the case of monthly subscriptions, you cancel your subscription before the Renewal Commencement Date, and (ii) in the case of annual subscriptions, you cancel your subscription at least thirty (30) days prior to the Renewal Commencement Date (or, in the event that you receive a notice from Qwillo that your annual subscription will be automatically renewed, you will have thirty (30) days from the



date of the Qwillo notice), by logging in and going to the “Cancel your account” section of your “Account and Billing” page or by notifying Qwillo of the intended termination by phone.

3. **Billing, Changes to Service Tiers & Cancellations.** The Service is billed in advance on a monthly or annual basis and fees are non-refundable. There will be no refunds or credits for partial months of service, upgrade or downgrade refunds, or refunds for months unused with an open account. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties. If you upgrade your account, this will trigger a pro-rated charge which will be processed immediately using the payment method you have provided. If you downgrade your account, we will adjust your fees down as of the next billing cycle. Downgrading your Service may cause the loss of User Content, features, or capacity of your account. Qwillo does not accept any liability for such loss. If you cancel the Service before the end of your current paid up billing cycle, your account will remain open until the end of the then-current billing cycle, after which the cancellation will take effect and you will not be charged for the next month or be able to access your account. Prices of all services, including but not limited to monthly subscription plan fees to the Service, are subject to change upon fourteen (14) days’ notice from us. Such notice may be provided by email or through an in-App notification. Your continued use of the Service after the price change becomes effective constitutes your agreement to pay the changed amount. If you dispute any charges, you must let Qwillo know within sixty (60) days after the date that Qwillo charges you, or within such longer period of time as may be required under applicable law.
4. **Collection Costs.** You are liable for all costs we incur to collect any amounts you owe under these Terms of Service, in addition to the amounts you owe. Collection costs may include attorneys’ fees and expenses, costs of any arbitration or court proceeding, collection agency fees, applicable interest, and any other related cost.
5. **Credits.** Qwillo may, in its sole discretion, offer credits (“Credits”) to its Users for promotional or other purposes. Credits may only be redeemed for purchases of Services and may not be applied to any previous purchase. Credits are non-transferable, non-refundable, and may not be redeemed for cash. A User’s Credits will expire and will no longer be available on the later of: the date expressed in connection with the promotion (which may be canceled or discontinued in accordance with this section), the date such User terminates their subscription with Qwillo, or twelve (12) months from the date the Credits are posted in such User’s account. Qwillo reserves the right to terminate, discontinue, or cancel any promotions under which Credits were issued at any time and in its sole discretion without notice to you.
6. **Account Hibernation.** Notwithstanding the foregoing, Users may, in Qwillo’s discretion, have the option to enter a state of account hibernation for a nominal fee, allowing them to pause their subscription for a limited period. During hibernation, User account access and features may be restricted or limited. Additional terms and conditions may apply to the hibernation process.

4. CONTENT.

1. **User Content and Other Materials.** All information, data, text, software, music, sound, photographs, graphics, video, messages, or other materials, whether publicly posted or privately



transmitted to the Website and/or App by viewers or users including certain personal information (“**User Content**”), is the sole responsibility of such viewers or users. You represent and warrant to Qwillo that you have the necessary rights under applicable law or have obtained the necessary consents from each end user whose personal information is provided by you to Qwillo in order to allow Qwillo to use, disclose, and otherwise process such personal information for the purposes described in our Privacy Policy. More generally, responsibility for User Content means that the viewer or user, and not Qwillo, are entirely responsible for all such material uploaded, posted, emailed, transmitted, or otherwise made available by using the Service. Qwillo does not control or actively monitor User Content and, as such, does not guarantee the accuracy, integrity, or quality of such content. Users acknowledge that by using the Service, they may be exposed to materials that are offensive, indecent, or objectionable. Under no circumstances will Qwillo be liable in any way for any materials, including, but not limited to, for any errors or omissions in any materials or any defects or errors in any printing or manufacturing, or for any loss or damage of any kind incurred as a result of the viewing or use of any materials posted, emailed, transmitted, or otherwise made available via the Service. You acknowledge that Qwillo does not pre-screen any such materials, but that Qwillo and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any materials that are available via the Service. In the case of Employee Users, the Account Owner is ultimately responsible for the User Content transmitted by its Employee Users to the Website and/or App.

2. **Service Content.** You acknowledge and agree that the Service may contain content (“**Service Content**”) that is protected by copyright, trademark, trade secret, or other proprietary rights and laws. Except as expressly authorized by Qwillo, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined above) that you upload to or make available through the Service in accordance with these Terms of Service. Any use of the Service Content other than as specifically authorized herein is strictly prohibited.
3. **Copyright Complaints.** Qwillo respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify Qwillo of your infringement claim in accordance with the procedure set forth by law in the State of Oklahoma.

5. RESTRICTIONS ON USER CONTENT AND USE OF THE SERVICES.

1. **Restrictions Generally.** Qwillo reserves the right at all times (but will have no obligation) to remove or refuse to distribute any User Content and to terminate users or reclaim usernames. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process, or governmental request, (ii) enforce these Terms of Service, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security, or technical issues,



(iv) respond to user support requests, or (v) protect the rights, property, or safety of our users and the public. In using the Website, the App and/or Service you shall not:

1. copy any content unless expressly permitted to do so herein;
2. upload, post, email, transmit, or otherwise make available any material that:
 - a) is or may be perceived as unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, or racially or ethnically objectionable, encourages criminal behavior, gives rise to civil liability, violates any law, or is otherwise objectionable;
 - b) you do not have a right to make available under any law or under a contractual relationship;
 - c) infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party (including privacy rights);
 - d) use communication features of the Service (or other functionality made available through the Service) to transmit unsolicited or unauthorized advertising, solicitations for business, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
 - e) contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment or data or the Website or App or that of any users or viewers of the Website or App or that compromises a user's privacy;
 - f) contains any falsehoods or misrepresentations or create an impression that you know or ought to know is incorrect, misleading, or deceptive, or any material that could damage or harm minors in any way;
 - g) poses or creates a privacy or security risk to any person; or
 - h) in the sole judgment of Qwillo, is objectionable or which restricts or inhibits any other person from using or enjoying the Service, or which may expose Qwillo or its users to any harm or liability of any type;
3. impersonate any person or entity or misrepresent their affiliation with a person or entity;
4. forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted to or through the Website or App or impersonate another person or organization;
5. interfere with or disrupt the Website or App or servers or networks connected to the Website or App, or disobey any requirements, procedures, policies, or regulations of networks connected to the Website or App or probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;
6. intentionally or unintentionally violate any applicable local, state/provincial, national, or international law or regulation;



7. collect or store personal information about other users or viewers, including, for clarity, any payment data, except where the Service is clearly intended and designed for collection and/or storage of such information;
8. license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Website or App;
9. modify, translate, make derivative works of, disassemble, duplicate, adapt, hack, decompile, reverse compile, modify, or reverse engineer any part of the Website or App or any software provided as part of the Service or to falsely imply that another website is associated with the Service, Qwillo, or any other Qwillo service, except to the extent the foregoing restrictions are expressly permitted by applicable law;
10. solicit personal information from anyone under the age of 18;
11. harvest or collect email addresses or other contact information of other users from the Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
12. advertise or offer to sell or buy any goods or services for any business purpose that is not authorized;
13. further or promote any criminal activity or enterprise or provide instructional information about illegal activities;
14. obtain or attempt to access or otherwise obtain any content or information through any means not intentionally made available or provided for through the Service;
15. circumvent, remove, alter, deactivate, degrade, or thwart any of the content protections in or geographic restrictions on any content available on or through the Service, including through the use of virtual private networks;
16. implement any measures, including, but not limited to opening multiple accounts, in order to circumvent any restrictions or limitations placed on your account or any features of the Services; or
17. engage in or use any data mining, robots, scraping, or similar data gathering or extraction methods.

If you are blocked by Qwillo from accessing the Service (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address or virtual private network).

2. **Acceptable Use.** You agree to comply with all applicable laws in connection with the use of the Services, including the provision of any personal information and other Content to Qwillo. You also agree not to access the Website or App in a manner that utilizes the resources of the Website or App more heavily than would be the case for an individual person using a conventional web browser. If your bandwidth usage exceeds reasonable levels, or significantly



exceeds the average bandwidth usage (as determined solely by Qwillo) of other Qwillo customers, we reserve the right to immediately disable your account and/or throttle your usage until you can reduce your bandwidth consumption. Notwithstanding the foregoing, operators of public search engines may use spiders or other bots for the purpose of creating publicly available searchable indices of the materials on the Website.

3. **Qwillo Provisioned Phone Numbers.** Certain Qwillo plans may include access to a company-specific phone number which may be used to send and receive SMS messages in connection with your business. For the avoidance of doubt, you will be solely responsible for the content and legality of any communications you transmit, collect, or store through this feature and you will indemnify Qwillo in respect of any claims arising in respect of the same. Company specific numbers are owned by Qwillo and non-transferable by you. Qwillo is under no obligation to port such number(s) over to an alternative phone carrier. On cancellation or termination of your subscription or the applicable subscription plan that enables access to a company-specific number, Qwillo may reclaim and reallocate any company-specific number not currently linked to an active subscription in a tier that grants access to this feature.
4. **Competitors.** No employee, independent contractor, agent, or affiliate of any company providing job tracking and customer management software services for home service businesses is permitted to view, access, or use any portion of the Service without express written permission from Qwillo. By viewing, using, or accessing the Service, you represent and warrant that you are not a competitor of Qwillo or any of its affiliates, or acting on behalf of a competitor of Qwillo in using or accessing the Service.
5. **General Practices Regarding Use and Storage.** You acknowledge that Qwillo may establish general practices and limits concerning use of the Service, including the maximum period of time that data or other content will be retained by the Service and the maximum storage space that will be allotted on Qwillo's or its third-party service providers' servers on your behalf. You acknowledge that Qwillo reserves the right to terminate accounts and/or restrict or prevent access to account data or Service in our discretion in accordance with these Terms of Service, including for accounts that are inactive for an extended period of time. You are responsible for ensuring that you maintain backups of your data at all times. You further acknowledge that Qwillo reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice. You agree that Qwillo has no responsibility or liability for the deletion, access restrictions, or failure to store any data or other content maintained or uploaded by the Service.

6. LICENSE OF CONTENT TO QWILLO.

By submitting, posting, or displaying User Content on or through the Service, you grant us (and our agents) a non-exclusive, royalty-free, perpetual, irrevocable, worldwide, fully paid license (with the right to sublicense) to use, copy, modify, transmit, display, and distribute such User Content: (a) to the extent necessary to provide the Service; (b) to create aggregated and anonymized market research statistics and insights in respect of the customers and industries that use Qwillo; and (c) otherwise use de-identified User Content for the purpose of improving the Service. Qwillo will not be responsible or liable for any use of User Content in accordance with these Terms of Service. You represent and warrant that



you have all the rights, power, and authority necessary to grant the rights granted herein to any User Content that you submit.

7. END USER LICENSE.

1. **End User License.** The App, the Website, and the information and materials contained therein (except for User Content), are the property of Qwillo and its licensors, and are protected from unauthorized copying and dissemination by copyright law, trademark law, and other intellectual property laws. Subject to these Terms of Service, Qwillo grants you a non-transferable, non-exclusive, revocable license to (a) use the Website for your use, and (b) download, install, and use one copy of the App on a mobile device that you own or control for your use. For clarity, the foregoing is not intended to prohibit you from installing the App on another device on which you also agreed to these Terms of Service. Each instance of these Terms of Service that you agree to in connection with downloading an App grants you the aforementioned rights in connection with the installation and use of the App on one device.
2. **App Stores.** With respect to the access through or download of the App from the Apple App Store, Google Play, or any other third-party marketplace (each an “**app store**”), you will only use the App: (i) on the branded device of the applicable app store owner, if required by the app store owner’s marketplace terms and conditions; and (ii) as permitted by the “Usage Rules” set forth in the applicable app store terms of service. The App is licensed to you and not sold. Nothing in these Terms of Service gives you a right to use the Qwillo names, trademarks, logos, domain names, and other distinctive brand features without our prior written consent, and all goodwill generated from the use of the foregoing will inure to Qwillo’s exclusive benefit. You shall not attempt to override or circumvent any of the usage rules or restrictions on the Website or within the App. Any future release, update, or other addition to functionality of the Website or App shall be subject to the terms of these Terms of Service.
3. **Apple-Enabled Software.** With respect to mobile Apps that are made available for your use in connection with an Apple-branded product (the “**Apple-Enabled Software**”), in addition to the other terms and conditions set forth in these Terms of Service, the following terms and conditions apply:
 - Qwillo and you acknowledge that these Terms of Service are concluded between Qwillo and you only, and not with Apple Inc. (“**Apple**”), and that as between Qwillo and Apple, Qwillo, not Apple, is solely responsible for the Apple-Enabled Software and the content thereof.
 - You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the Usage Rules set forth for Apple-Enabled Software in, or otherwise be in conflict with, the Apple Media Services Terms and Conditions.
 - Your license to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS product that you own or control, as permitted by the “Usage Rules” set forth in the Apple Media Services Terms and Conditions, except that such Apple-Enabled Software may be accessed and used by



other accounts associated with the purchaser via Apple's Family Sharing or volume purchasing programs.

- Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.
- Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software, if any, to you; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty, which will be Qwillo's sole responsibility, to the extent it cannot be disclaimed under applicable law.
- Qwillo and you acknowledge that Qwillo, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Software or your possession and/or use of that Apple-Enabled Software, including: (a) product liability claims; (b) any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection, privacy, or similar legislation.
- In the event of any third-party claim that the Apple-Enabled Software or your possession and use of that Apple-Enabled Software infringes that third party's intellectual property rights, as between Qwillo and Apple, Qwillo, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim.
- You represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.
- If you have any questions, complaints, or claims with respect to the Apple-Enabled Software, they should be directed to Qwillo as follows:
legal@Qwillotalk.com
- You must comply with applicable third-party terms of agreement when using the Apple-Enabled Software, e.g., your wireless data service agreement.
- Qwillo and you acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms of Service with respect to the Apple-Enabled Software, and that, upon your acceptance of the terms and conditions of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you with respect to the Apple-Enabled Software as a third-party beneficiary thereof.



4. **Google-Sourced Software.** The following applies to any mobile App you download from the Google Play Store (“**Google-Sourced Software**”): (i) you acknowledge that these Terms of Service are between you and Qwillo only, and not with Google, Inc. (“**Google**”); (ii) your use of Google-Sourced Software must comply with Google’s then-current Google Play Terms of Service; (iii) Google is only a provider of Google Play where you obtained the Google-Sourced Software; (iv) Qwillo, and not Google, is solely responsible for Qwillo’s Google-Sourced Software; (v) Google has no obligation or liability to you with respect to Google-Sourced Software or these Terms of Service; and (vi) you acknowledge and agree that Google is a third-party beneficiary to these Terms of Service as it relates to Qwillo’s Google-Sourced Software.
5. **Special Notice for International Use; Export Controls.** The Service is not intended for visitors in countries or territories on the sanctioned lists of the United States (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information>). Access to the Service from such countries or territories, or by individuals where such access is otherwise illegal, is prohibited. By accessing the Service, you represent and warrant that you are not located in any such countries or territories and are not designated or described on any relevant list of prohibited, restricted, sanctioned, or debarred parties maintained by the United States. Software available in connection with the Service and the transmission of applicable data, if any, is subject to export controls, and no software (including the App) may be downloaded from the Service or otherwise exported or re-exported in violation of export laws. Downloading or using any software (including the App) is at your sole risk. In addition, we make no representation that the Service is appropriate or available for use outside of the United States.

8. MOBILE SERVICES

1. **Mobile Services.** The Service includes certain services that are available via a mobile device, including (i) the ability to upload content to the Service via a mobile device, (ii) the ability to browse the Service and the Website from a mobile device, and (iii) the ability to access certain features and content through the App (collectively, the “**Mobile Services**”). To the extent you access the Service through a mobile device, your wireless service carrier’s standard charges, data rates, and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices.
2. **Telephonic Communications Services.** By using the Service and providing us with your telephone number(s), you are consenting to be contacted by Qwillo or its affiliates or partners by telephone (including on a recorded line), automated calling, automated telephone dialing system calling, automated system calling, artificial voice or pre-recorded calling, text message, SMS and/or MMS message, fax, or other telephonic or electronic means for marketing, solicitation, informational or another purposes, even if your telephone number(s) is registered on the National Do Not Call List, a state Do not Call List, or the internal Do Not Call List of Qwillo or its affiliates or partners. You may be required to respond to an initial call or message as instructed to complete your registration and confirm enrollment to receive such calls, texts, or other telephonic communications. You do not have to consent to receive calls or text messages



from Qwillo or its affiliates or partners for marketing or solicitation purposes to purchase Qwillo's products or services. In the event you no longer wish to receive such calls, text messages, or other telephonic communications, you agree to notify Qwillo or its affiliates or partners, as applicable, directly. In the event you change or deactivate your telephone number, you agree to promptly update your Qwillo account information to ensure that your messages are not sent to a person that acquires your old telephone number.

Your carrier's standard message and data rates apply to any calls, text messages, SMS, or MMS messages you send or receive. Your carrier may prohibit or restrict certain mobile features and certain mobile features may be incompatible with your carrier or mobile device. We are not liable for any delays in the receipt of, or any failures to receive, any calls, text messages, SMS, or MMS messages, as delivery is subject to effective transmission by your mobile carrier and compatibility of your mobile device. Please contact your mobile carrier if you have any questions regarding these issues or your mobile data and messaging plan.

By replying to any text, SMS, or MMS message you receive from us, you may text "STOP" to cancel or "HELP" for customer support information. If you choose to cancel text, SMS, or MMS messages from us, you agree to receive a final message from us confirming your cancellation.

You can also invite others to use the Service or refer home service businesses through the Website or App by providing the numbers or other contact information of those you want to invite or provide a referral, or by selecting the individuals you want to invite or provide a referral from your contacts list (if you have uploaded one), and taking the actions to send those individuals an invitation message or referral. By inviting others to use the Service or providing others a referral, you represent to us that those you invite or provide a referral to consent to receive the invitation messages or referrals and that you are authorized to convey that consent to us.

9. FEEDBACK; SERVICE COMPLAINTS.

If you provide Qwillo with any suggestions, comments (including, without limitation, endorsements, reviews, and testimonials), or other feedback relating to any aspect of the Website, the App, and/or Service ("**Feedback**"), Qwillo may use such Feedback in any way it reasonably determines appropriate, which may include modifying and improving the Website, App, and/or Service, Qwillo's other current and future services and products, and/or Qwillo's advertising or marketing materials (collectively, "**Qwillo Offerings**"). Accordingly, you agree that: (a) Qwillo is not subject to any confidentiality obligations in respect to the Feedback; (b) the Feedback is not confidential or proprietary information of you or any third party and you have all of the necessary rights to disclose the Feedback to Qwillo; (c) Qwillo (including all of its successors and assigns and any successors and assigns of any of the Qwillo Offerings) may freely use, reproduce, publicize, license, distribute, and otherwise commercialize Feedback in any Qwillo Offerings; and (d) you are not entitled to receive any compensation or reimbursement of any kind in respect of the Feedback.

You agree to cooperate with Qwillo in conducting reasonable due diligence into any complaint that you or your customers receive relating to the Service (including performance of any components of the



Service such as the account security and fraud prevention tools) and you agree that you will cooperate with Qwillo to ensure appropriate action is taken in response to such complaints where necessary.

10. THIRD-PARTY APPS; QWILLO MARKETPLACE.

Qwillo provides access to a marketplace (the “**Marketplace**”) enabling subscribing Qwillo users to browse and obtain access to a variety of free and paid third-party software applications, tools, and add-ons (collectively “**Third-Party Apps**”) which are offered by third-party developers (“**App Providers**”) as well as applications, tools, and add-ons offered by Qwillo (“**Qwillo-Built Apps**”). Qwillo may make Third-Party Apps and Qwillo-Built Apps available to you outside of the Marketplace, including through direct links or through other means.

If you install or enable a Qwillo-Built App, such Qwillo-Built App will be provided as part of the Service and subject to these Terms of Service and Qwillo’s Privacy Policy.

All Third-Party App transactions concluded on or through the Marketplace, or through other means as applicable, are concluded between you and the relevant App Provider. Although Qwillo may be responsible for providing certain services on request such as listing Third-Party Apps for the App Providers, Qwillo is not a party to any transaction through the Marketplace and the relevant App Provider is solely responsible for support and stipulating the terms on which access to a Third-Party App is provided. Use of any Third-Party App is always at your discretion and your sole risk and any problems with a Third-Party App should be resolved in the first instance with the applicable App Provider.

If you install or enable a Third-Party App for use with the Service, you grant us permission to allow the applicable App Provider to access your data and other materials and to take any other actions as required for the interoperation with the Service, and any exchange of data or other materials or other interaction between you and the App Provider including the terms on which you are permitted to use the Third Party App and the App Provider’s privacy policies, is solely between you and such App Provider. Please refer to our Privacy Policy for further information about how your personal information is processed in connection with use of the Marketplace or enablement of a Third-Party App by other means as applicable.

QWILLO DOES NOT WARRANT, ENDORSE, GUARANTEE, PROVIDE ANY CONDITIONS OR REPRESENTATIONS, OR ASSUME ANY RESPONSIBILITY FOR ANY PRODUCT OR SERVICE INCLUDING THIRD-PARTY APPS ADVERTISED OR OFFERED BY ANY THIRD PARTY THROUGH THE MARKETPLACE OR OTHERWISE MADE AVAILABLE TO YOU AND QWILLO SHALL NOT BE A PARTY TO ANY TRANSACTION THAT YOU MAY ENTER INTO WITH ANY SUCH THIRD PARTY. QWILLO WILL NOT BE LIABLE FOR ANY TYPE OF CONTENT EXCHANGED BY MEANS OF THIRD-PARTY APPS. You agree to indemnify and hold us and our affiliates, partners, officers, directors, agents, employees, and suppliers harmless from any claim or demand, including reasonable attorneys’ fees, arising out of your use of a Third-Party App or your relationship with any App Provider.

11. LINKS; ADVERTISEMENTS; THIRD-PARTY INTEGRATIONS; CONTESTS.

The Website and App (including User Content) may contain links to other websites that are not owned or controlled by Qwillo or may make it possible for you to elect to use third-party services with the Service where such third-party service providers have integrated with the Service (“**Third-Party**



Integration Partners”). Third-Party Integration Partner products and services may also be made available to you directly from Qwillo. In no event shall any reference to any third party, third-party product or service be construed as an approval or endorsement by Qwillo of that third party, third-party product or service. Qwillo is also not responsible for the content of any linked websites or for the delivery of any product or service offered by third-parties including Third-Party Integration Partners. In order to receive access to a Third-Party Integration Partner’s products or services, you will need, in most cases, to sign-up directly with the Third-Party Integration Partner. For certain services offered by Third-Party Integration Partners, you will be required to pay a fee to Qwillo to turn on the third-party service. Any third-party websites or services (including those offered by Third-Party Integration Partners) are subject to the terms and conditions of those websites and/or services and you are responsible for determining those terms and conditions and complying with them. The presence of a link to any other website(s) does not imply that Qwillo endorses or accepts any responsibility for the content or use of such websites, and you hereby release Qwillo from all liability and damages that may arise from your use of such websites or receipt of services from any such websites. While Qwillo does not prohibit linking to third-party websites and content, it does not wish to be linked to or from any third-party website which contains, posts, or transmits any of the prohibited content in Section 7 of these Terms of Service. Qwillo reserves the right to prohibit or remove (or require you to remove) any link to the Website, including, without limitation, any link which contains or makes available any content or information of the foregoing nature, at any time.

Qwillo may from time to time offer promotions, sweepstakes, giveaways, and contests on the Website. Participation in such initiatives requires your agreement to the contest rules that govern the specific promotional event.

If you are using a payment integration, you must adhere to the applicable rules and regulations of such payment integrator. In addition, you are responsible for ensuring the security of any cardholder data in your possession including any cardholder data which you collect, process, transmit, or store. It is also your obligation to inform your customers about your processing of their data and your responsibility for the same.

You acknowledge and agree that the Website and App may contain advertisements. If you elect to have any business dealings with anyone whose products or services may be advertised on the Website or App, you acknowledge and agree that such dealings are solely between you and such advertiser and you further acknowledge and agree that Qwillo shall not have any responsibility or liability for any losses or damages that you may incur as a result of any such dealings.

12. ARTIFICIAL INTELLIGENCE, MACHINE LEARNING, AND/OR SIMILAR TECHNOLOGIES.

Qwillo may offer or integrate with certain artificial intelligence, machine learning, and/or similar technologies (each an “**AI Tool**”) as part of the Website, App, and/or Service. The purpose(s) of each AI Tool may include, but is not limited to, the following:

- Creating content or generating responses based on input provided by you;
- Analyzing or generating content based on your use of the Website, App, and/or Service;
- Providing, operating, maintaining, and improving the Website, App, and/or Service; and



- Detecting, preventing, or otherwise addressing fraud, security, or technical issues.

Your use of the AI Tools is subject to these Terms of Service, together with any additional terms applicable to a specific AI Tool. You are responsible for ensuring that any User Content you provide to an AI Tool is appropriate and permissible under these Terms of Service. Notwithstanding the fact that safeguards have been implemented, outputs generated for and provided to you by an AI Tool (collectively, “**Outputs**”), which, for the avoidance of any doubt, are also your “User Content” for the purposes of these Terms of Service, may not always be accurate or contextually relevant, and Qwillo makes no representations or warranties, express or implied that the AI Tools or any Outputs are free from error or bias. You must carefully review and verify Outputs before relying on them, and you acknowledge, understand, and agree that: (a) your use of and reliance on the AI Tools is at your own risk, appropriate, and permissible under these Terms of Service; and (b) the AI Tools cannot provide legal, medical, or professional advice, and users are cautioned against relying on the AI Tools for critical decisions or sensitive matters, and that consultation with a qualified professional is advised.

Any personal information provided by you in connection with the AI Tools will be used and stored in accordance with the Qwillo Privacy Policy. Please refrain from sharing sensitive personal information with the AI Tools, as any information shared with an AI Tool may be logged for analysis, improvement, and security purposes.

Users of any AI Tool(s) acknowledge, understand, and agree that they are prohibited from using the AI Tool(s) in certain prohibited manners, which include, but are not limited to, bypassing filters or otherwise making an AI Tool perform unanticipated actions, exposing any information used in an AI Tool’s training data, overriding the privacy or security controls in an AI Tool, creating or exacerbating biases in an AI Tool, or otherwise negatively impacting an AI Tool’s safeguards or extracting personal information in the course of using an AI Tool.

13. **BETA SERVICES.**

From time to time, Qwillo may, in its sole discretion, invite you to use or otherwise make available to you (including through “Qwillo Labs” on the Website and/or App), on a trial or evaluation basis only, pre-release or beta features, technologies, or services that are in development and which are not yet available to all of our customers (“**Beta Services**”). Beta Services are not part of the Service, and Beta Services may be subject to additional terms and conditions, which Qwillo will provide to you prior to your use of the Beta Services. You must comply with all terms related to any Beta Services and unless otherwise specified in the applicable additional terms, we grant you a non-exclusive, revocable, non-transferable limited license to use the Beta Services. Qwillo may add or modify terms related to access to or use of any Beta Services at any time.

Such Beta Services and all associated content, data, and materials relating thereto (including any information relating to your access, use, testing, or evaluation of Beta Services such as observations or information regarding the performance, features, and functionality of Beta Services) (collectively “**Beta Service Data**”) will be owned by and constitute Confidential Information of Qwillo and is subject to the confidentiality provisions in these Terms of Service. You agree that you will not disclose or use any Beta Service Data except for your internal evaluation purposes of any Beta Service.



The Beta Services are provided on an “as-is” and “as available” basis and may contain bugs, errors, or other problems. Qwillo makes no representations or warranties of any kind in relation to the Beta Services. Qwillo hereby disclaims all liability for any harm or damage arising out of or in connection with a Beta Service.

Qwillo may suspend or terminate your access to or use of any Beta Service at any time. Your access to and use of each Beta Service will automatically terminate upon the release of a generally available version of the applicable Beta Service or upon notice of termination by Qwillo. On termination of your access to or use of any Beta Service for any reason (a) you will not have any further right to access or use the applicable Beta Service, and (b) any content used in the applicable Beta Service may be deleted or inaccessible. Qwillo may change or not release a final or commercial version of a Beta Service in our sole and absolute discretion.

14. APP TERMS.

1. **Third Party App Stores.** Mobile users of the Service acknowledge and agree that the availability of the App and the Service is dependent on the app store from whom you received the App license. In order to use the App, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the app store in connection with the Website, App, and Service.
2. **App Subscription Plans, Fees, and Payment Terms.** Subscription plans for the Service will be displayed within the App and you can select the tier you wish to use and pay the applicable fees through the payment processing method provided by the applicable app store. Unless otherwise provided through the applicable app store’s terms, your subscription automatically renews for a period of time equal to your original subscription term.
3. **Cancellations.** Notwithstanding the terms in Section 18 below, if you subscribe to the Service through the App you can cancel your subscription by using the manage subscription features provided by the applicable app store.

15. DISCLAIMERS.

THE WEBSITE, SERVICE, APP, AND ALL MATERIALS PROVIDED THEREIN ARE PROVIDED “AS IS” AND QWILLO DOES NOT WARRANT THAT THE SERVICE WILL MEET YOUR SPECIFIC REQUIREMENTS, THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT RESULTS OBTAINED FROM USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR THAT ANY ERRORS IN THE SERVICE WILL BE CORRECTED. IN ADDITION, QWILLO SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, EITHER EXPRESS, IMPLIED, STATUTORY, BY USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE. ANY INFORMATION OR MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR ANY OTHER LOSS THAT RESULTS FROM DOWNLOADING OR USING ANY SUCH MATERIAL. QWILLO DOES NOT WARRANT, ENDORSE, GUARANTEE, PROVIDE ANY CONDITIONS OR REPRESENTATIONS, OR ASSUME ANY RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY ANY THIRD-PARTY THROUGH THE WEBSITE OR



IN RESPECT TO ANY WEBSITE THAT CAN BE REACHED FROM A LINK ON THE WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING ON THE WEBSITE, AND QWILLO SHALL NOT BE A PARTY TO ANY TRANSACTION THAT YOU MAY ENTER INTO WITH ANY SUCH THIRD-PARTY. QWILLO WILL NOT BE LIABLE FOR ANY TYPE OF CONTENT EXCHANGED BY MEANS OF THE SERVICE.

16. LIMITATION OF LIABILITY.

UNDER NO CIRCUMSTANCES SHALL QWILLO BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR OTHER DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES THAT RESULT FROM (A) YOUR USE OF OR YOUR INABILITY TO USE THE WEBSITE, APP, OR SERVICE, (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, DATA, INFORMATION, OR SERVICES, (C) ERRORS, MISTAKES, OR INACCURACIES IN THE MATERIALS ON THE WEBSITE, (D) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, (E) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE, OR (F) ANY ERRORS OR OMISSIONS IN ANY MATERIAL ON THE WEBSITE OR ANY OTHER LOSS OR DAMAGE OF ANY KIND ARISING FROM OR RELATING TO YOUR USE OF THE SERVICE. THESE LIMITATIONS SHALL APPLY EVEN IF QWILLO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, QWILLO'S LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO THE GREATER OF (I) ONE HUNDRED US DOLLARS (\$100) OR (II) THE AMOUNTS YOU'VE PAID QWILLO IN THE PRIOR TWELVE (12) MONTHS (IF ANY). THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULLEST EXTENSION PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU OR BE ENFORCEABLE WITH RESPECT TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

IF YOU ARE A USER FROM NEW JERSEY, THE SECTIONS TITLED "INDEMNIFICATION", "DISCLAIMERS", AND "LIMITATION OF LIABILITY" ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION WILL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.

17. INDEMNIFICATION.

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, YOU SHALL INDEMNIFY AND HOLD QWILLO AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY, THE "**QWILLO PARTIES**") HARMLESS FROM ALL CLAIMS, ACTIONS, PROCEEDINGS, DEMANDS, DAMAGES, LOSSES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), INCURRED IN CONNECTION WITH ANY MATERIALS SUBMITTED, POSTED, TRANSMITTED, OR MADE AVAILABLE BY YOU THROUGH THE SERVICE AND/OR ANY VIOLATION BY YOU OF THESE TERMS OF SERVICE, THE RIGHTS OF ANY THIRD-PARTY, OR ANY APPLICABLE LAW OR REGULATION. Qwillo will provide notice to you of any such claim,



suit, or proceeding. Qwillo reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this provision, and you agree to cooperate with any reasonable requests assisting Qwillo's defense of such matter. You may not settle or compromise any claim against the Qwillo Parties without Qwillo's written consent. This provision does not require you to indemnify Qwillo for any unconscionable commercial practice by Qwillo or for Qwillo's fraud, deception, false promise, misrepresentation, concealment, suppression, or omission of any material fact in connection with the Website or any Services provided hereunder.

18. TERMINATION.

You are solely responsible for properly canceling your account. You can cancel your account at any time by logging in and going to the "Cancel your account" section of your "Account and Billing" page or by notifying Qwillo of the intended termination by phone. However, please see Section 3 above for details that the effect of cancellation has on your payment obligations. Qwillo may, under certain circumstances and without prior notice and without any liability to you, immediately terminate, or permanently or temporarily (as determined in our discretion) restrict or limit, your ability to access the Website or App or portions thereof, including access to the data contained therein. Cause for such termination or restriction may include, but not be limited to, (a) breaches or violations of these Terms of Service or any other agreement that you may have with Qwillo (including, without limitation, non-payment of any fees owed in connection with the Website or otherwise owed by you to Qwillo), (b) requests by law enforcement or other government agencies, (c) a request by the Account Owner, (d) discontinuance or material modification to the Website (or any part thereof), (e) unexpected technical, security, or legal issues or problems, (f) actual or suspected participation by you, directly or indirectly, in fraudulent or illegal activities, or (g) verbal, physical, written, or other abuse (including threats of abuse or retribution) of any Qwillo customer, employee, member, or officer. Termination or restriction of your access to the Website or App may also include removal or access restrictions in respect of some or all of the materials uploaded by you; you are encouraged to ensure you have backups of your materials and data at all times. On termination, you may request deletion of certain materials uploaded by you or other Content. To the extent the data is in Qwillo's possession, custody, or control, Qwillo will perform such deletion subject to the retention policy in our Privacy Policy, and upon your request, we will certify the same in writing. You acknowledge and agree that all terminations or access restrictions or limitations may be made by Qwillo in its sole discretion and that Qwillo shall not be liable to you or any third party for any termination of or restrictions or limitations on your access to the Website or App or for the removal of or access restrictions in respect of any of the data and materials uploaded by you to the Website or App. Any termination of these Terms of Service by Qwillo shall be in addition to any and all other rights and remedies that Qwillo may have.

Sections 6, 9, 15, 16, 17, 18, 21, 22, 23, 24, 25, 26, and 27, any outstanding payment obligations, and any other rights or obligations that by their nature should survive, in each case will survive the termination or expiry of these Terms of Service or your account for any reason.

19. AVAILABILITY AND UPDATES.

Qwillo may alter, suspend, or discontinue the Website, App, and/or Service at any time and for any reason or no reason, without notice, but will endeavor to provide notice of the same. The Website, App, and/or Service may be unavailable from time to time due to maintenance or malfunction of computer or



network equipment or other reasons. Qwillo may periodically add or update the information and materials on the Website, App, and/or Service without notice. You may need to update third-party software from time to time in order to use the Website, App, and/or Service.

20. SECURITY.

1. **Security Generally.** Qwillo maintains a security program with appropriate administrative, technical, organizational, and physical security measures designed to protect your Content against unauthorized access, disclosure, and loss. However, information sent or received over the internet is generally insecure and Qwillo cannot and does not make any representation or warranty concerning security of any communication to or from the Website or the App or any representation or warranty regarding the interception by third parties of personal or other information. You are responsible for creating and keeping secure a strong password that you use to access the Service and you are responsible for any activities or actions under the account protected by your password. It is recommended that the password you use to access your account is unique to Qwillo. If you create an account on behalf of a corporation or entity, you are responsible for any actions of administrative users you add to your account and you are liable for any payment obligations that they incur. User accounts are intended for one user only and are not to be shared by multiple users. Qwillo will not be liable for any loss or damage arising from your failure to comply with these requirements.
2. **Account Security and Fraud Prevention.** Qwillo utilizes third-party fraud prediction and detection services to help identify potential threats such as unauthorized account access and fraudulent transactions. Certain aspects of these services as they relate to personal information may also be found in our Privacy Policy.

21. CONFIDENTIALITY.

“**Confidential Information**” means information of a party (“**Disclosing Party**”) that the other party (“**Receiving Party**”) receives in connection with the Service, which based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential to the Disclosing Party, including, without limitation, customer information, transactional information, and any other non-public content posted, transmitted or accessed through the Service (including, for the avoidance of any doubt, any Beta Services). A Receiving Party shall: (a) limit access and use of Disclosing Party’s Confidential Information to those of Receiving Party’s employees, agents, and subcontractors that require such access and use in connection with such party’s obligations hereunder, who each treat such Confidential Information as provided in this Section, and who are each subject to obligations of confidentiality to such party that are at least as stringent as those contained in this Section; (b) not disclose Disclosing Party’s Confidential Information to third parties (except those partners or third party service providers used by us to provide some or all elements of the Service and who are bound by duties of confidentiality), unless authorized under this Section; (c) protect the Disclosing Party’s Confidential Information as it protects its own Confidential Information, but in any event with not less than a reasonable degree of care; and (d) not use the Disclosing Party’s Confidential Information for any purpose except as required to perform its obligations hereunder or as otherwise specifically permitted hereunder. Nothing in this Section shall prevent a Receiving Party from disclosing Confidential Information to a third party to the extent that such Confidential Information is: (i) previously known to



the Receiving Party prior to disclosure by the Disclosing Party, without any obligation of confidentiality; (ii) publicly known or becomes publicly known through no breach of this Agreement by the Receiving Party; (iii) rightfully received from a third party under no confidentiality obligation with respect to the Confidential Information; or (iv) independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information. In addition, Confidential Information may be disclosed to governments and their agencies under lawful order or judicial order. In the event that Qwillo receives a request or order to release your Confidential Information, we can comply with the same without your consent. We may notify you of this matter to the extent not prohibited by law or the applicable order or unless we deem, in our sole discretion, that notification could be prejudicial and/or might create or further cause injury or harm to persons or property, and subject to Section 22.

22. RESPONSES TO LAW ENFORCEMENT.

Qwillo will respond to all valid legal requests to the extent permitted by our Terms of Service and Privacy Policy and United States law.

Please note that due to the time consuming and costly nature of addressing disclosure requests, we reserve the right to charge users, on a time and materials basis, for Qwillo's efforts taken in response to law enforcement requests initiated either at a user's request or where compelled to comply with court orders, subpoenas and other valid requests in respect of a user's account.

23. DISPUTE RESOLUTION.

Please read the following arbitration agreement in this Section ("Arbitration Agreement") carefully. It requires you to arbitrate disputes with Qwillo and limits the manner in which you can seek relief from us.

- 1. Applicability of Arbitration Agreement.** You agree that any dispute or claim relating in any way to your access or use of the Website, the App, and/or the Service, to any products sold or distributed through the Website, the App, and/or the Service, or to any aspect of your relationship with Qwillo, will be resolved by binding arbitration, rather than in court, except that (i) you may assert claims in small claims court if your claims qualify; and (ii) you or Qwillo may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). **This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before the Effective Date of this Agreement or any prior version of this Agreement.**
- 2. Pre-Arbitration Dispute Resolution.** Qwillo is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support at hello@Qwillotalk.com. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("**Notice**"). The Notice to Qwillo should be sent to EMOTION SOFTWARE DEVELOPMENT, LLC dba Qwillo at 4614 Rock Creek Rd. Ardmore, Ok, 73401 with a copy to legal@Qwillotalk.com. The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Qwillo and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Qwillo may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by



Qwillo or you will not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Qwillo is entitled.

3. **Arbitration Rules and Forum.** The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims under USD \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS's filing, administrative, hearing, and/or other fees and cannot obtain a waiver from JAMS, Qwillo will pay them for you. In addition, Qwillo will reimburse all such JAMS's filing, administrative, hearing, and/or other fees for claims totaling less than USD \$10,000 unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually agreed location. If the parties are unable to agree on a location, the determination will be made by JAMS. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
4. **Authority of Arbitrator.** The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Qwillo. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and these Terms of Service (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.
5. **Waiver of Jury Trial.** YOU AND QWILLO HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Qwillo are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 23(a) above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.



6. **Waiver of Class or Other Non-Individualized Relief.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that applicable law precludes enforcement of any of this subsection's limitations as to a given claim for relief, then the claim must be severed from the arbitration and brought into the Provincial or Federal Courts located in the Province of Alberta. All other claims shall be arbitrated.
7. **30-Day Right to Opt Out.** You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to the following address: 4614 Rock Creek Rd. Ardmore, Ok, 73401, within 30 days after first becoming subject to this Arbitration Agreement and by email to Qwillo at legal@Qwillotalk.com. Your notice must include your name and address, your Qwillo username (if any), the email address you used to set up your Qwillo account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of these Terms of Service will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.
8. **Severability.** Except as provided in subsection 23(g), if any part or parts of this Arbitration Agreement (other than the subsection (f) above titled "Waiver of Class or Other Non-Individualized Relief") are found under the law to be invalid or unenforceable, the parties agree to replace such part or parts with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable part or parts, and this Arbitration Agreement will be enforceable as so modified. If any of the provisions of subsection (f) above titled "Waiver of Class or Other Non-Individualized Relief" are invalid or unenforceable, then the entirety of this Arbitration Agreement will be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of these Terms of Service will continue to apply.
9. **Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with Qwillo.
10. **Modification.** Notwithstanding any provision in this Agreement to the contrary, we agree that if Qwillo makes any future material change to this Arbitration Agreement, you may reject that change within thirty (30) days of such change becoming effective by writing Qwillo at the following address: 4614 Rock Creek Rd. Ardmore, Ok, 73401. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service).
11. **Confidentiality.** All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.



24. USER DISPUTES.

You agree that you are solely responsible for your interactions with any other user in connection with the Service, and Qwillo will have no liability or responsibility with respect thereto. Qwillo reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Service.

25. LANGUAGE.

These Terms of Service were prepared and written in English. All communications, notices, and support services provided by Qwillo shall be conducted in English. While we may offer translations of our Terms of Service and support documentation for convenience, the English version shall prevail in case of any discrepancies or conflicts. We do not guarantee support in any language other than English and make no commitments regarding the availability of the Service in other languages.

26. GOVERNING LAW AND VENUE; ADDRESS FOR NOTICE

2. If you are headquartered in or a resident of the United States, then these Terms of Service and any action related thereto will be governed by and construed in accordance with the laws of the State of New York and the federal laws of United States applicable therein, without regard to conflicts of law principles. The U.N. Convention on Contracts for the International Sale of Goods will not apply to the Agreement. If you are headquartered in or a resident of the United States, then each of the Parties hereby attorns to the exclusive jurisdiction of the state and federal courts located in New York, New York with respect to any dispute or claim arising out of or in connection with these Terms of Service. Legal notices may be provided to Qwillo at:

EMOTION SOFTWARE DEVELOPMENT, LLC
4614 Rock Creek Rd.
Ardmore, Oklahoma
73401
Attn: Legal Department

27. GENERAL TERMS.

These Terms of Service, together with the Qwillo Privacy Policy (and related jurisdiction-specific privacy notices), the Qwillo Payments Terms of Service, and any other documents or guidelines incorporated by reference into these Terms of Service, constitutes the entire agreement between the parties relating to the Website, App, and/or Service and all related activities. These Terms of Service shall not be modified except by a new posting of these Terms of Service issued by Qwillo. If any part of these Terms of Service is held to be unlawful, void, or unenforceable, that part shall be deemed severed and shall not affect the validity and enforceability of the remaining provisions. The failure of Qwillo to exercise or enforce any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. Any waiver of any right or provision by Qwillo must be in writing and shall only apply to the specific instance identified in such writing. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service, App, Website, or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of these Terms of Service and of any notice given in electronic form will be admissible in



judicial or administrative proceedings based upon or relating to these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign the Terms of Service, or any rights or licenses granted hereunder, whether voluntarily, by operation of law, or otherwise without Qwillo's prior written consent. We may assign these Terms of Service without restriction. In the event that you acquire other businesses after the date of the Terms of Service, the employees and contractors of such businesses may constitute authorized users under the Terms of Service only if such businesses are not Qwillo's customers at the time of acquisition ("**Non-Qwillo Acquisitions**"). In the event that you acquire other businesses after the date of the Terms of Service that at the time of acquisition are Qwillo customers ("**Qwillo Acquisitions**"), all agreements between Qwillo and the Qwillo Acquisitions ("**Acquired Entity Agreements**") shall continue in full force and effect in accordance with their terms. Nothing in this Section 27 shall be construed to allow the terms of any Acquired Entity Agreement to be assigned to or applicable to you, your affiliates, or any other business or entity. In other words, the Terms of Service may be assigned 'downward' to your current subsidiaries and future Non-Qwillo Acquisitions, but no agreement with a Qwillo Acquisition will be altered by virtue of such an acquisition or may be assigned 'upward' for the use of you, your affiliates or any other business or entity. You will provide prompt written notice to Qwillo in the event of any Non-Qwillo Acquisition or Qwillo Acquisition. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. As used in these Terms of Service, the words "include" and "including," and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation." Notices to you may be made via either email or regular mail. The Service may also provide notices to you by displaying notices or links to notices generally on the Service. Qwillo will not be in default hereunder by reason of any failure or delay in the performance of its obligations where such failure or delay is due to civil disturbances, riot, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or unavailability of electrical power, network access or equipment, or any other circumstances or causes beyond Qwillo's reasonable control. If you have any questions about these Terms of Service or if you wish to make any complaint or claim with respect to the Website, App or Service, please contact us at: info@Qwillotalk.com.

Email: support@qwillotalk.com

Address: Emotion Software Development, LLC | Ardmore OK, 73401