

Terms and conditions

These terms and conditions (“Agreement”) set forth the general terms and conditions of your use of the eqwali.com website (“Website” or “Service”) and any of its related products and services (collectively, “Services”). This Agreement is legally binding between you (“User”, “you” or “your”) and Eqwali OU (“Eqwali OU”, “we”, “us” or “our”). If you are entering into this Agreement on behalf of a business or other legal entity, you represent that you have the authority to bind such entity to this Agreement, in which case the terms “User”, “you” or “your” shall refer to such entity. If you do not have such authority, or if you do not agree with the terms of this Agreement, you must not accept this Agreement and may not access and use the Website and Services. By accessing and using the Website and Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. You acknowledge that this Agreement is a contract between you and Eqwali OU, even though it is electronic and is not physically signed by you, and it governs your use of the Website and Services.

Age requirement

You must be at least 16 years of age to use the Website and Services. By using the Website and Services and by agreeing to this Agreement you warrant and represent that you are at least 16 years of age.

Links to other resources

Although the Website and Services may link to other resources (such as websites, mobile applications, etc.), we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked resource, unless specifically stated herein. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any businesses or individuals or the content of their resources. We do not assume any responsibility or liability for the actions, products, services, and content of any other third parties. You should carefully review the legal statements and other conditions of use of any resource which you access through a link on the Website. Your linking to any other off-site resources is at your own risk.

Prohibited uses

In addition to other terms as set forth in the Agreement, you are prohibited from using the Website and Services or Content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Website and Services, third party products and services, or the Internet; (h) to spam, phish,

pharm, pretext, spider, crawl, or scrape; (i) for any obscene or immoral purpose; or (j) to interfere with or circumvent the security features of the Website and Services, third party products and services, or the Internet. We reserve the right to terminate your use of the Website and Services for violating any of the prohibited uses.

Limitation of liability

To the fullest extent permitted by applicable law, in no event will Eqwali OU, its affiliates, directors, officers, employees, agents, suppliers or licensors be liable to any person for any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use of content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if the liable party has been advised as to the possibility of such damages or could have foreseen such damages. To the maximum extent permitted by applicable law, the aggregate liability of Eqwali OU and its affiliates, officers, employees, agents, suppliers and licensors relating to the services will be limited to an amount no greater than one dollar or any amounts actually paid in cash by you to Eqwali OU for the prior one month period prior to the first event or occurrence giving rise to such liability. The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose.

Changes and amendments

We reserve the right to modify this Agreement or its terms related to the Website and Services at any time at our discretion. When we do, we will revise the updated date at the bottom of this page. We may also provide notice to you in other ways at our discretion, such as through the contact information you have provided.

An updated version of this Agreement will be effective immediately upon the posting of the revised Agreement unless otherwise specified. Your continued use of the Website and Services after the effective date of the revised Agreement (or such other act specified at that time) will constitute your consent to those changes.

Acceptance of these terms

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By accessing and using the Website and Services you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to access or use the Website and Services. This terms and conditions policy was created with the help of <https://www.websitepolicies.com/terms-and-conditions-generator>

Contacting us

If you have any questions, concerns, or complaints regarding this Agreement, we encourage you to contact us using the details below:

info@eqwali.com

This document was last updated on August 31, 2023