

QUALZAI INC. - TERMS OF USE

Effective Date: March 3, 2026

These Terms of Use ("Terms") govern your access to and use of the QualzAI website, platform, and related products and services (collectively, the "Services"), provided by QualzAI Inc. ("QualzAI," "Company," "we," "us," or "our").

By accessing or using the Services, you accept these Terms on behalf of yourself and, if applicable, the organization you represent.

PLEASE READ THESE TERMS CAREFULLY. SECTION 16 INCLUDES A BINDING ARBITRATION AGREEMENT, A CLASS ACTION WAIVER, AND A JURY TRIAL WAIVER THAT AFFECT YOUR RIGHTS. YOU MAY OPT OUT OF ARBITRATION AS DESCRIBED IN SECTION 16.9.

1. Eligibility and Authority

You may use the Services only if:

- You are at least 18 years old;
- You have legal capacity to enter into a binding agreement; and
- You use the Services in compliance with applicable laws and regulations.

If you use the Services on behalf of an organization, you represent and warrant that you have authority to bind that organization to these Terms.

2. Accounts

To access certain features, you may need to register an account and provide accurate, complete, and current information. You are responsible for:

- Maintaining the confidentiality of account credentials;
- Ensuring submitted account information remains accurate; and
- All activities under your account.

You must promptly notify us of any unauthorized use or suspected security breach involving your account.

3. Access to Services and Restrictions

3.1 Limited License

Subject to these Terms, QualzAI grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Services for your internal business or personal non-commercial use, as applicable to your subscription.

3.2 Restrictions

Except as expressly permitted by law or these Terms, you will not:

- License, sell, lease, distribute, host, or commercially exploit the Services;

- Copy, reproduce, republish, or create derivative works from the Services;
- Reverse engineer, disassemble, decompile, or otherwise attempt to discover source code;
- Access the Services to build a competing product or service; or
- Remove copyright or proprietary notices.

3.3 Changes, Suspension, and Support

We may modify, suspend, or discontinue all or part of the Services at any time, with or without notice. Unless otherwise agreed in writing, we have no obligation to provide ongoing support or maintenance.

4. Data Use, Privacy, and Security

4.1 Scope of Data Use

Data you provide to QualzAI is used exclusively within the scope of the contracted Services, including data collection, data analysis, reporting, and related operations needed to perform those Services. We do not use that data for unrelated purposes without your explicit consent, unless required by law.

4.2 Data Protection Roles

Depending on use case:

- You may act as data controller, determining purposes and means of processing personal data.
- QualzAI may act as data processor, processing personal data on your behalf.

Where QualzAI acts as processor, we process personal data only on documented instructions and as required by applicable law.

4.3 Compliance With Data Protection Laws

QualzAI processes personal data in accordance with applicable data protection laws, including, where applicable, Regulation (EU) 2016/679 (GDPR). You are responsible for:

- Lawful collection and processing of personal data;
- Required privacy notices;
- Required consents and authorizations; and
- Handling data subject requests where you act as controller.

Where legally required, we will provide reasonable assistance for data subject rights requests.

4.4 International Data Transfers

The Services may involve transfers of personal data outside the European Economic Area. Where required, QualzAI implements appropriate safeguards, which may include:

- Standard Contractual Clauses;
- Adequacy decisions; and
- Other legally recognized transfer mechanisms.

We do not guarantee data localization in a specific jurisdiction unless expressly agreed in writing.

4.5 Security Measures

QualzAI maintains technical and organizational safeguards designed to protect data, including measures such as:

- Encryption in transit and at rest;
- Secure network protocols;
- Access controls and logical data separation;
- Firewalls and intrusion detection systems; and
- Periodic security reviews and updates.

No system can guarantee absolute security.

4.6 Data Retention and Deletion

We retain data only as long as necessary to provide the Services and comply with legal obligations. You may request deletion of data, subject to lawful retention duties and standard backup cycles.

5. User Content and Acceptable Use

5.1 User Content Definition and Responsibility

"User Content" means any information, data, files, text, media, prompts, or other content you submit to, upload to, or use with the Services. You are solely responsible for User Content and all associated risks, including reliance by others and any disclosure of personal or sensitive information.

You represent and warrant that your User Content and use of the Services comply with these Terms and all applicable laws.

5.2 License to User Content; Moral Rights Waiver

You retain ownership of User Content. You grant QualzAI an irrevocable, non-exclusive, royalty-free, fully paid, worldwide license to host, reproduce, process, adapt, distribute, display, perform, create derivative works from, and otherwise use User Content, and to grant sublicenses as needed, solely to operate, improve, maintain, secure, and provide the Services.

To the maximum extent permitted by law, you waive and agree not to assert any moral rights, attribution rights, or similar rights in relation to QualzAI's authorized use of User Content under these Terms.

5.3 Acceptable Use Policy

You will not use the Services to:

- Upload, transmit, or distribute content that is unlawful, infringing, harmful, abusive, fraudulent, or otherwise objectionable;
- Upload viruses, malware, worms, or code intended to damage systems or data;
- Send unsolicited or unauthorized promotions, spam, junk mail, chain letters, or pyramid schemes;
- Harvest, collect, or assemble data (including email addresses) about other users without consent;
- Interfere with or disrupt servers or networks connected to the Services;
- Attempt unauthorized access to accounts, systems, or networks, including through password mining;

- Use bots, scripts, or automated tools to create accounts or scrape, strip, mine, or extract data from the Services, except that publicly available search engines may use spiders solely for indexing as permitted by our robots.txt;
- Process personal data without a valid legal basis; or
- Violate export controls, sanctions, or other applicable laws.

5.4 Enforcement

We reserve the right, but not the obligation, to review, refuse, remove, or modify User Content, investigate suspected violations, suspend or terminate accounts, and report conduct to law enforcement or regulators where appropriate.

6. Service-Specific Terms

6.1 Data Collection Services (Dynamic Surveys and Interviews)

QualzAI provides dynamic surveys and interview tooling for data collection. The Services are designed so users do not request or intentionally collect personally identifiable information (PII) or HIPAA-protected data through the platform. Participants may still disclose protected information at their own discretion. You are responsible for obtaining informed consent in compliance with applicable federal, state, and other legal requirements, including clear notice about data handling.

6.2 Data Analysis Services (DeepInsights)

DeepInsights is designed for non-identifiable data analysis. You are responsible for ensuring that uploaded data is de-identified and does not include PII or HIPAA-protected data. Although QualzAI applies security controls during analysis, you remain responsible for regulatory compliance and data suitability. After data export from the platform, you are responsible for downstream privacy and security controls.

7. Third-Party Links, Ads, Other Users, and Release

7.1 Third-Party Links and Ads

The Services may contain links to third-party websites, services, or advertisements ("Third-Party Links and Ads"). We do not control, endorse, or guarantee Third-Party Links and Ads. Your use is at your own risk and subject to third-party terms and policies.

7.2 Other Users

Each user is solely responsible for their own User Content. We do not control user-submitted content and make no representations about its accuracy, quality, or legality. Your interactions with other users are solely between you and those users.

7.3 Release

To the fullest extent permitted by law, you release and forever discharge QualzAI and its officers, directors, employees, agents, successors, and assigns from any claims, demands, liabilities, and causes of action arising out of or relating to:

- Your use of the Services;

- Interactions with other users; and
- Third-Party Links and Ads.

If you are a California resident, you waive California Civil Code Section 1542, which states: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known, would have materially affected his or her settlement with the debtor or released party."

8. Intellectual Property and Feedback

Except for User Content, all rights, title, and interest in the Services, including related intellectual property rights, are owned by QualzAI or its licensors.

If you provide feedback, suggestions, or ideas about the Services ("Feedback"), you assign all right, title, and interest in such Feedback to QualzAI, and QualzAI may use Feedback without restriction or compensation.

9. Subprocessors

QualzAI may use subprocessors to provide components of the Services. Where required by law, we will ensure subprocessors are bound by contractual obligations consistent with applicable data protection requirements.

10. Fees and Payment

If Services are provided for a fee, payment terms are governed by the applicable order form, subscription agreement, or invoice terms.

11. Disclaimer of Warranties

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, QUALZAI DISCLAIMS ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND QUIET ENJOYMENT.

WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF HARMFUL CODE.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

- QUALZAI WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, GOODWILL, OR DATA.
- QUALZAI'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS WILL NOT EXCEED THE FEES PAID BY YOU TO QUALZAI FOR THE SERVICES IN THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM.

Nothing in these Terms excludes or limits liability that cannot be excluded under applicable law.

13. Indemnification

You agree to indemnify, defend, and hold harmless QualzAI and its officers, directors, employees, and agents from and against claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or related to:

- Your use of the Services;
- Your User Content;
- Your violation of these Terms; or
- Your violation of applicable law or third-party rights.

QualzAI may assume exclusive defense and control of any indemnified matter, and you agree to cooperate.

14. Term and Termination

These Terms remain in effect while you use the Services. We may suspend or terminate your access, including your account, at any time for violation of these Terms or where needed to protect the Services, users, or legal compliance.

Upon termination:

- Your right to access and use the Services ends immediately;
- Your account may be disabled or deleted; and
- Your User Content may be removed from live systems, subject to legal retention and backup cycles.

QualzAI has no liability for suspension or termination carried out in accordance with these Terms.

The following provisions survive termination: Sections 3, 4, 5, 7, 8, 11, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24.

15. Copyright Policy

QualzAI respects intellectual property rights and expects users to do the same. We may remove allegedly infringing material and terminate repeat infringers in appropriate circumstances.

If you believe material available through the Services infringes your copyright, you may submit a written notice under 17 U.S.C. 512(c) that includes:

1. Your physical or electronic signature;
2. Identification of the copyrighted work claimed to be infringed;
3. Identification of the allegedly infringing material and a request for removal;
4. Information reasonably sufficient for us to locate the material;
5. Your contact information, including address, telephone number, and email;
6. A statement that you have a good-faith belief the disputed use is not authorized by the copyright owner, its agent, or the law; and
7. A statement, under penalty of perjury, that the information is accurate and that you are the copyright owner or authorized to act on the owner's behalf.

Send notices to our designated Copyright Agent at:

- Email: service@qualz.ai
- Mail: QualzAI Inc., Attn: Copyright Agent, 727 Madison Ave, Covington, KY 41011

Under 17 U.S.C. 512(f), misrepresentations in a copyright notice may result in liability for damages, costs, and attorneys' fees.

16. Dispute Resolution and Arbitration

Please read this section carefully. It affects your legal rights.

16.1 Agreement to Arbitrate; Scope

Except for claims that qualify for small claims court and claims seeking injunctive or equitable relief for intellectual property misuse, you and QualzAI agree to resolve any dispute, claim, or controversy arising out of or relating to the Services or these Terms through final and binding arbitration on an individual basis.

This arbitration agreement is governed by the Federal Arbitration Act and survives termination of these Terms.

16.2 Informal Dispute Resolution Conference (Condition Precedent)

Before either party initiates arbitration (or a small claims action), the parties will attempt to resolve the dispute through a good-faith informal conference by phone or video.

The initiating party must send written notice that includes:

- Name and contact information;
- If represented, counsel contact information; and
- A description of the dispute.

The conference must occur within 45 days after notice is received, unless the parties agree otherwise. Filing deadlines and limitation periods are tolled while this process is pending.

Notice to QualzAI must be sent to:

- Email: service@qualz.ai
- Mail: QualzAI Inc., Attn: Legal, 727 Madison Ave, Covington, KY 41011

16.3 Arbitration Rules, Forum, and Process

If the dispute is not resolved within 60 days after receipt of notice, either party may initiate arbitration through JAMS:

- Claims under \$250,000 (excluding attorneys' fees and interest): JAMS Streamlined Arbitration Rules.
- All other claims: JAMS Comprehensive Arbitration Rules.

The arbitration request must include:

- Claimant name and contact information;
- Username/account email (if applicable);
- Legal claims and factual basis;
- Requested relief and a good-faith amount in controversy estimate;
- Certification that Section 16.2 was completed; and
- Proof of any required filing fee payment.

Unless otherwise agreed, arbitration will occur in the county where you reside, except as provided in Section 16.8.

16.4 Authority of Arbitrator

The arbitrator has exclusive authority to resolve disputes about interpretation, applicability, enforceability, and formation of this arbitration agreement, except where applicable law requires court determination. The arbitrator may award relief available under applicable law and these Terms and will issue a written decision.

16.5 Jury Trial Waiver

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND QUALZAI WAIVE ANY RIGHT TO A JURY TRIAL FOR COVERED DISPUTES.

16.6 Class Action and Non-Individualized Relief Waiver

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND QUALZAI AGREE THAT EACH MAY BRING CLAIMS ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION.

The arbitrator may award relief only to the individual party seeking relief, except as required by law.

16.7 Attorneys' Fees and Costs

Each party bears its own attorneys' fees and costs, except where the arbitrator or court awards fees and costs under applicable law, applicable arbitral rules, or for frivolous or improper conduct.

16.8 Batch Arbitration

If 100 or more substantially similar arbitration demands are filed against QualzAI by or with assistance of the same law firm(s) or organization(s) within a 30-day period, the parties agree those demands will be administered in batches of up to 100 claimants per batch under JAMS procedures, with one arbitrator per batch and one consolidated procedural schedule per batch.

The parties will cooperate in good faith to implement this process efficiently. This provision does not authorize class arbitration or representative arbitration.

16.9 30-Day Right to Opt Out

You may opt out of this arbitration agreement by sending written notice within 30 days after you first become subject to it. Your notice must include your name, mailing address, and a clear statement that you want to opt out of arbitration.

Send opt-out notices to:

- Email: service@qualz.ai
- Mail: QualzAI Inc., Attn: Legal Opt-Out, 727 Madison Ave, Covington, KY 41011

If you opt out, all other parts of these Terms remain in effect.

16.10 Invalidity, Severability, and Modifications

If any part of this arbitration section is found unenforceable, that part will be severed and the remainder enforced to the fullest extent permitted by law. If we make a future material change to this arbitration section, you may reject that change by written notice within 30 days after the change becomes effective.

17. Governing Law

These Terms and any dispute not subject to arbitration are governed by the laws of the State of Delaware, without regard to conflict-of-law rules. If you are a consumer residing in the European Union, mandatory consumer protections of your country of residence may also apply.

18. Export Controls

The Services may be subject to U.S. export control and sanctions laws. You agree not to export, re-export, transfer, or make available the Services or related technical data in violation of applicable export or sanctions laws.

19. California Disclosures

If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs, 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

20. Electronic Communications

You consent to receive communications from QualzAI electronically, including by email, through the Services, or by posted notices. You agree that electronic communications satisfy legal requirements for written communications, subject to non-waivable rights.

21. Entire Agreement; Severability; Relationship; Assignment

These Terms are the entire agreement between you and QualzAI regarding the Services and supersede prior or contemporaneous agreements on the same subject matter.

If any provision is held invalid or unenforceable, the remaining provisions remain in full force and effect, and the invalid provision will be interpreted to best accomplish its intended purpose to the maximum extent permitted by law.

No waiver is effective unless in writing. Failure to enforce any right is not a waiver.

The relationship between you and QualzAI is that of independent contractors. You may not assign or transfer these Terms without our prior written consent. QualzAI may assign these Terms without restriction.

22. Changes to These Terms

We may revise these Terms from time to time. If changes are material, we may provide notice by email or by posting an updated version in the Services. Continued use of the Services after the effective date of updated Terms constitutes acceptance.

23. Copyright and Trademark Notice

Copyright (c) 2026 QualzAI Inc. All rights reserved.

QualzAI names, logos, marks, and other brand features are trademarks or service marks of QualzAI or its licensors. You may not use them without prior written permission.

24. Contact Information

QualzAI Inc.

727 Madison Ave

Covington, KY 41011

Email: service@qualz.ai

For privacy-related inquiries, contact: service@qualz.ai