TERMS OF SERVICE

Parlora (ABN 13 421 792 404)

parlora.app

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This document sets out the terms and conditions under which Parlora provides access to the Parlora platform, including the Parlora Library content library, tutor marketplace, conversation groups, AI-powered tools, and related services. By accessing or using the Platform, you agree to be bound by these Terms.

1. Introduction and Acceptance

These Terms of Service ("Terms") constitute a legally binding agreement between you ("you", "User", "Learner", "Tutor", or "Creator") and Ketki Madane trading as Parlora (ABN 13 421 792 404) ("Parlora", "we", "us", or "our"), a sole trader registered in New South Wales, Australia.

By accessing, browsing, or using the Parlora platform located at parlora.app and any related mobile applications, APIs, or services (collectively, the "Platform"), you acknowledge that you have read, understood, and agree to be bound by these Terms, our Privacy Policy, and any additional terms, policies, or guidelines referenced herein.

If you do not agree to these Terms, you must not access or use the Platform.

We may update these Terms from time to time. We will notify you of material changes by posting the updated Terms on the Platform and updating the "Last Updated" date. Your continued use of the Platform after such changes constitutes your acceptance of the revised Terms.

2. Definitions

In these Terms, unless the context otherwise requires:

- "Content" means any materials uploaded, posted, submitted, or made available through the Platform, including but not limited to worksheets, lesson plans, exercises, grammar guides, vocabulary lists, exam preparation resources, cultural content, profile information, reviews, comments, and feedback.
- "Creator" means any User who uploads Content to Parlora Library, whether as a Tutor or as a paid Parlora Library subscriber.
- "General User" means a User who is not registered as a Tutor or Learner and accesses the Platform primarily through Parlora Library.
- "Learner" means a User registered on the Platform as a language learner who may book tutoring sessions, join conversation groups, use the AI Speaking Partner, and access Parlora Library.
- "Parlora Library" means Parlora's user-generated language learning content library, accessible through the Platform's native in-app viewer.
- "Platform" means the Parlora website at parlora.app, any related mobile applications, and all associated features, tools, and services.
- "Services" means all services provided through the Platform, including the tutor marketplace, conversation groups, Parlora Library, AI-powered tools, payment processing, and related features.
- "Tutor" means a User who has been approved to offer language tutoring services through the Platform, having completed the registration process. Identity verification (KYC) is required before a Tutor's first payout, as described in Sections 4.1 and 8.2.

3. Eligibility and Account Registration

3.1 Eligibility

To use the Platform, you must be at least 18 years of age or the age of majority in your jurisdiction, whichever is greater. By creating an account, you represent and warrant that you meet these eligibility requirements.

3.2 Account Registration

To access certain features of the Platform, you must register for an account. You agree to provide accurate, current, and complete information during registration and to keep your account information up to date. You are solely responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your account.

3.3 Account Types

The Platform supports three primary user roles: Tutor, Learner, and General User. Each role has specific access rights and responsibilities as described in these Terms. You may hold only one account on the Platform. Parlora reserves the right to merge or terminate duplicate accounts.

4. Tutor-Specific Terms

4.1 Tutor Registration and Identity Verification

All Tutors must complete Parlora's registration and profile-approval process before their profile is published on the Platform. Identity verification (KYC) is carried out via our third-party verification provider, Didit, and is required before a Tutor receives their first payout; it is not a condition of publishing a profile, accepting bookings, or otherwise using the Platform. Government identification documents are submitted directly to Didit through a secure API integration and are not received, processed, or stored by Parlora at any point in the verification flow. Parlora receives only the resulting verification status (for example, whether a Tutor has passed verification and the date verification was completed).

Applications are reviewed within 48 hours. Parlora reserves the right to reject any application at its sole discretion.

4.2 Independent Contractor Status

Tutors are independent contractors and not employees, agents, or representatives of Parlora. Nothing in these Terms creates an employment relationship, partnership, joint venture, or agency relationship between Parlora and any Tutor. Tutors are solely responsible for their own tax obligations, including income tax, GST (if applicable), and any other levies in their jurisdiction of residence.

4.3 Commission and Payment

Parlora charges the following commission rates on tutoring services facilitated through the Platform:

- 1-on-1 Lessons: 13% commission. Tutors retain 87% of the lesson fee.
- Conversation Groups: 13% commission. The session price is $9 per seat, with a maximum of 8 seats per group. Tutors retain 87% of the session fees.

Tutor payouts in Australian dollars are processed via Stripe Connect on a monthly cycle. Payouts to Tutors outside Australia are made by international transfer. The minimum payout threshold is $25. Parlora's commission is all-inclusive and Parlora absorbs payment processing fees on the transaction; Tutors remain responsible only for any fees charged by their own bank and for any currency conversion applied to their payout.

4.4 Tutor Activity Requirements

To maintain an active profile on the Platform, Tutors must comply with the following activity requirements:

- Initial Activation (30-Day Rule): Newly approved Tutors must offer at least one lesson (1-on-1 or conversation group) within 30 days of approval. Failure to do so will result in a deactivation warning, followed by profile deactivation if no action is taken within a further 14 days.
- Ongoing Activity (6-Month Rule): Tutors who have not conducted any bookings or conversation group sessions for more than 6 consecutive months will receive a warning. If the Tutor remains inactive for a further 30 days, their profile will be deleted.

Deactivated Tutors lose access to free Parlora Library viewing rights. Deactivated Tutors may reapply at any time. A "pause my account" feature is available for planned absences.

4.5 Tutor Conduct

Tutors agree to conduct all lessons and group sessions professionally. Tutors must not solicit Learners to transact outside the Platform in order to circumvent Parlora's commission structure. Violation of this provision may result in immediate account termination.

4.6 Use of Tutor Profiles in Marketing and Advertising

By creating a Tutor profile, you grant Parlora a non-exclusive, royalty-free licence to feature your public profile information — including your display name, profile photo, languages offered, biography, and aggregate ratings — in Parlora's marketing and advertising, including on the Platform, in email communications, on social media, and in paid advertising. This permission applies by default. You may opt out at any time by contacting support@parlora.app, after which Parlora will cease using your profile in new marketing materials within a reasonable time, although materials already published or distributed may continue to appear.

5. Learner-Specific Terms

5.1 Booking and Payment

Learners may book 1-on-1 lessons and conversation group sessions through the Platform. All payments are processed via Stripe. Learners pay the full listed price; Parlora's commission is deducted from the Tutor's share, not added to the Learner's cost.

5.2 Cancellation and Rescheduling

The following cancellation and rescheduling policies apply:

- 1-on-1 Lessons — Learner-Initiated: Cancellation with more than 24 hours' notice entitles the Learner to a full refund. Cancellation with less than 24 hours' notice forfeits the lesson fee. Rescheduling is free with more than 24 hours' notice, subject to Tutor availability.
- 1-on-1 Lessons — Tutor-Initiated: Tutor-initiated cancellations always result in a full refund to the Learner. Excessive Tutor cancellations may affect the Tutor's search ranking and profile standing.
- Conversation Groups: Learner cancellation with more than 24 hours' notice entitles the Learner to a full refund. Cancellation with less than 24 hours' notice forfeits the session fee. Groups cannot be rescheduled by individual Learners. If a Tutor cancels a group session, all attendees are refunded automatically.

Reschedule Auto-Accept: Where a Tutor proposes a reschedule and the Learner does not respond, the reschedule is automatically accepted 12 hours before the proposed new lesson time. The Learner will be notified by email that auto-acceptance will occur, including a warning that standard cancellation charges will apply after the reschedule is accepted.

Auto-Cancellation: Pending or rescheduled bookings that remain unconfirmed by a Tutor are automatically cancelled and refunded 4 hours before the scheduled lesson start time.

Payment Gate: Bookings are only visible on Tutor and Learner dashboards once payment has been successfully processed.

5.3 Feedback

After each session, Learners are prompted to provide structured feedback including a star rating, level match assessment, and optional comments. Feedback is used to improve the Platform experience and may influence Tutor search rankings. Individual negative feedback is not displayed publicly; only aggregated ratings are shown.

6. Parlora Library — Content Library

6.1 Access and Subscription Tiers

Parlora Library content is accessible through the following tiers:

- Free (All Users): Browse, search, and preview the full library (partial view, watermarked) without an account and without any preview limit. Creative Commons (CC) licensed documents may be downloaded at no cost. Paid documents may not be downloaded, printed, saved, or copied without a per-document purchase or a current subscription.
- Per-Document Purchase: Any User may purchase a single document for $0.99, providing full view, download, and save rights permanently. Printing is disabled.
- Subscription ($7.99/month): Unlimited downloads across the library. Upload rights. Creator payout eligibility. AI Lesson Planner access.

Active Tutors receive free unlimited access to the Parlora Library, including viewing and downloading all content, together with AI Lesson Planner access, as part of their Tutor registration, subject to the activity requirements in Section 4.4. Active Tutors may upload Content and are eligible for creator payouts without holding a separate subscription. Users who are not active Tutors (including Learners, General Users, and Tutors without an active profile) must hold a current subscription to be eligible for creator payouts.

6.2 Subscriptions and Billing

Parlora Library subscriptions are billed monthly via Stripe. You may cancel your subscription at any time. Cancellation takes effect at the end of the current billing period. No refunds are provided for partial months, except as required by Australian Consumer Law.

7. Content, Intellectual Property, and Licensing

7.1 Ownership of Your Content

You retain full ownership of all intellectual property rights in monetized original Content that you upload, post, or submit to the Platform, including Parlora Library. Parlora does not claim

ownership of your original Content. Nothing in these Terms transfers ownership of your original monetized Content to Parlora.

7.2 Licence Granted to Parlora

By uploading original monetized Content to the Platform, you grant Parlora a worldwide, non-exclusive, royalty-free, sublicensable licence to:

- host, store, cache, and display your original monetized Content through the Platform's native in-app viewer;
- reproduce and format your original monetized Content as necessary to operate the Platform, including generating previews, watermarked versions, and thumbnails;
- include your original monetized Content in search results, recommendations, and the AI Lesson Planner within the Platform;
- make your original monetized Content available to other Users in accordance with their access tier and these Terms; and
- use your original monetized Content (including excerpts and metadata) for the purpose of promoting the Platform, including in marketing materials, email communications, social media, and paid advertising on third-party websites, search engines, and social medial platforms, provided such promotion attributes the Content to you as the Creator.

This licence is non-exclusive. You are free to licence, distribute, or sell your original monetized Content through any other platform, service, or channel at any time. Parlora's licence does not restrict your use of your own Content in any way.

7.3 Licence to Other Users

By uploading original Content to Parlora Library, you grant each User of the Platform a non-exclusive, worldwide licence to access your Content through the Platform and to use your original Content as permitted by the functionality of the Platform and the User's access tier. This includes:

- viewing original Content through the native in-app viewer (all Users with appropriate access);
- downloading original Content (paid subscribers and per-document purchasers only); and
- using original Content as a component of AI Lesson Planner outputs (for Users with AI Lesson Planner access).

Users may not redistribute, resell, sublicence, or make your original Content available outside the Platform without your express written consent.

7.4 Duration of Licence

The licences granted in Sections 7.2 and 7.3 continue for as long as your original Content remains on the Platform. You may remove any Content from the Platform at any time. Upon removal:

- The licence granted to Parlora in Section 7.2 terminates, except to the extent necessary for Parlora to complete any pending transactions, resolve disputes, or comply with legal obligations.
- The licence granted to Users in Section 7.3 terminates, except that Users who have already downloaded your original Content prior to removal retain the right to continue using that downloaded copy in accordance with the terms under which it was accessed.

- Parlora will use commercially reasonable efforts to remove your original Content from public display within a reasonable time after your removal request, but cached or backup copies may persist temporarily.

7.5 No Derivative Works

The licence granted to Parlora does not include the right to create derivative works from your original Content, except for technical reformatting necessary to display it on the Platform (such as generating previews, watermarks, or thumbnails). Parlora will not modify, alter, or adapt the substantive content of your materials.

7.6 Content Representations and Warranties

By uploading original Content to the Platform, you represent and warrant that:

- you are the owner of the Content or have obtained all necessary rights, licences, consents, and permissions to upload and licence the Content as described in these Terms;
- the Content does not infringe, misappropriate, or violate any third party's intellectual property rights, privacy rights, or other legal rights;
- the Content is accurate, not misleading, and does not contain any unlawful, defamatory, obscene, or harmful material; and
- the Content complies with Parlora's Content Guidelines and all applicable laws and regulations.

7.7 Content Moderation

All Content uploaded to Parlora Library is subject to automated and manual moderation, including:

- External Plagiarism Check: Content is scanned against external sources via Copyscape (limited to publicly indexed web content). Parlora's internal standards may determine that certain uploads to Parlora Library cannot be marked as "Monetized", are not eligible for creator payouts, and are forced to Private visibility. Creators may revise and resubmit content after making necessary changes in order to qualify for monetisation.
- Internal Duplication Check: Content is scanned against existing Parlora Library documents. Documents with more than 50% similarity to an existing Parlora Library document will still be uploaded but flagged for manual review, regardless of whether the document is Private or Monetized.
- Private Content: Users may upload content for personal use only ("Private"), including excerpts from published materials for use in their own lessons. Private content is not visible to other users and is not eligible for creator payouts. Private content must not infringe copyright; Parlora does not authorise the reproduction of third-party copyrighted works and Users are solely responsible for ensuring their use of such materials complies with applicable law.
- AI Content Check: Content is scanned to determine the proportion of AI-generated material. Documents with 60% or more AI-generated content will be published with a persistent warning label on the document page: "60% or more of this document may be potentially AI-generated." This label does not block monetisation. The label cannot be removed by the Creator.
- User Reporting: Published Content may be reported by Users at any time, triggering re-review.

Parlora reserves the right to remove any Content that violates these Terms, our Content Guidelines, or applicable law, or that we reasonably determine to be harmful, misleading, or of unacceptably low quality.

7.8 Copyright Infringement Notices

Parlora respects the intellectual property rights of others. If you believe that Content on Parlora Library infringes your copyright, you may submit a copyright infringement notice to support@parlora.app. Your notice must include: (a) identification of the copyrighted work you believe has been infringed; (b) identification of the Content on the Platform that you believe is infringing, with sufficient detail for us to locate it; (c) your contact information (name, email address, and phone number); (d) a statement that you have a good faith belief that the use of the material is not authorised by the copyright owner, its agent, or the law; and (e) a statement, under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorised to act on behalf of the copyright owner.

Upon receipt of a valid copyright infringement notice, Parlora will promptly remove or disable access to the allegedly infringing Content and notify the User who uploaded it. The uploader may submit a counter-notice if they believe the Content was removed in error. If Parlora receives a valid counter-notice and the complainant does not commence legal proceedings within 14 business days, Parlora may restore the Content. Repeat infringers will have their accounts terminated.

7.9 Creator Attribution

All Content displayed on Parlora Library is attributed to its Creator. The Creator's name (or chosen display name) is displayed on the document card, in search results, and within the document description. Downloaded documents include the Creator's attribution in the document metadata. This attribution is automatic and cannot be removed by other Users. Creator attribution serves as both recognition of authorship and a deterrent against redistribution outside the Platform.

7.10 Parlora's Intellectual Property

All aspects of the Platform other than User-uploaded Content — including the website design, logos, trademarks, software, algorithms, AI models, and documentation — are owned by or licensed to Parlora and are protected by copyright, trademark, and other intellectual property laws. You may not copy, modify, distribute, reverse engineer, or create derivative works from any Parlora-owned intellectual property without our prior written consent.

8. Creator Payouts and Monetisation

8.1 Payout Model

Creators (Tutors and paid Parlora Library subscribers who upload Content) earn payouts based on Content views, at a rate determined by Parlora and published on the Platform from time to time. Payout rates may be adjusted with 30 days' notice. View-based payouts are separate from and in addition to any per-document purchase revenue.

8.2 KYC Requirements

Before payouts are enabled, Creators must complete identity verification (KYC) via Didit, Parlora's verification provider. For Tutors, KYC must be completed before their first payout. For non-Tutor Creators, KYC is triggered when cumulative earnings reach $25 or upon first payout

request. Earnings accrue regardless of KYC status, but payouts are held until KYC is completed. Government identification documents are submitted directly to Didit and are not received or stored by Parlora.

8.3 Payout Processing

Payouts are processed via Stripe Connect on a monthly cycle for Australia-based tutors. Payouts are processed via Wise on a monthly cycle for non-Australia based tutors. The minimum payout threshold is $25. Creators are solely responsible for reporting and paying all applicable taxes on their earnings.

9. AI-Powered Tools

The Platform includes AI-powered features, including the AI Lesson Planner and AI Speaking Partner. These tools are powered by third-party AI models and are provided "as is." Parlora does not guarantee the accuracy, completeness, or fitness for purpose of AI-generated outputs. You are responsible for reviewing and validating any AI-generated content before use.

The AI Lesson Planner draws from Content in the Parlora Library library. By uploading Content to Parlora Library, you consent to your Content being included in AI Lesson Planner outputs as described in Section 7.2.

10. Prohibited Conduct

10.1 General Prohibitions

You agree not to:

- use the Platform for any unlawful purpose or in violation of any applicable law or regulation;
- upload Content that infringes any third party's intellectual property rights;
- impersonate any person or entity, or falsely represent your qualifications, identity, or affiliations;
- attempt to circumvent Parlora's commission structure by soliciting Users to transact outside the Platform;
- scrape, crawl, or use automated means to access or extract data from the Platform;
- interfere with or disrupt the Platform's infrastructure, security, or other Users' access;
- upload Content that is defamatory, obscene, harmful, or that promotes violence or discrimination;
- create multiple accounts or register for a Tutor account solely to obtain free Parlora Library access without intending to teach; or
- engage in any conduct that Parlora reasonably determines to be harmful to the Platform, its Users, or its reputation.

10.2 Harassment, Threats, and Abuse

Parlora has ZERO TOLERANCE for harassment, discrimination, or abusive behaviour. The following conduct is strictly prohibited and may result in immediate and permanent account termination without prior warning:

- Sexual harassment, including sexual comments, advances, innuendo, requests for personal or intimate images, or sexualised language in lessons, messages, or any interaction on the Platform.
- Discrimination, including derogatory comments, slurs, or behaviour based on race, ethnicity, nationality, religion, gender, gender identity, sexual orientation, age, disability, or any other protected characteristic.
- Bullying and intimidation, including belittling a User's language ability, mocking pronunciation or mistakes, shouting, or using aggressive or threatening language.
- Threats of violence, harm, doxxing, or retaliation against any User or Parlora staff, whether explicit or implied.
- Stalking or unwanted contact, including attempting to contact Users outside the Platform (via personal social media, email, or phone) without their explicit consent, or seeking out personal details from information shared during lessons.

10.3 Recording and Privacy

You may not record, screenshot, or capture any part of a video lesson or conversation group session without the explicit consent of all other participants. You may not share another User's personal information, learning difficulties, or session content with third parties.

10.4 Feedback and Reviews

Feedback and reviews must be honest, constructive, and based on the genuine experience of the lesson. You may not use the review system to threaten, blackmail, or coerce another User (for example, threatening a negative review to obtain a refund). Reviews containing personal attacks, discriminatory language, or private information about another User will be removed and may result in account action.

10.5 No-Shows

A no-show occurs when a Learner fails to join a booked lesson without cancelling in advance. No-shows forfeit the full lesson fee. Repeated no-shows may result in a warning or account restriction. The video lesson join window opens 15 minutes before the scheduled lesson start time and closes at the lesson end time.

10.6 Code of Conduct

Your use of the Platform is subject to the applicable Code of Conduct (the Tutor Code of Conduct for Tutors, or the Learner Code of Conduct for Learners), which are incorporated into these Terms by reference and are available on the Platform. A breach of the applicable Code of Conduct constitutes a breach of these Terms.

11. Termination and Suspension

11.1 Termination by You

You may close your account at any time by contacting us at support@parlora.app or by using the in-platform account deletion flow. Upon account closure, your access to the Platform will cease and your personal data will be deleted in accordance with our Privacy Policy and Data Retention Policy. Any outstanding payouts will be processed within 30 days, subject to minimum payout thresholds and KYC completion. Tutors should also review Section 11.4 below,

which describes an alternative to full deletion for Tutors who wish to keep their Parlora Library content library live for continued earnings while stepping back from active use of the Platform.

11.2 Suspension and Termination by Parlora

Parlora may suspend or terminate your account at any time if we reasonably believe that you have violated these Terms (including the applicable Code of Conduct), engaged in prohibited conduct, or if required to do so by law. Parlora applies the following escalation framework:

- First offence (minor): Written warning from Parlora with a record on your account.
- Second offence (minor): Temporary suspension (7–30 days) with mandatory acknowledgment of the applicable Code of Conduct before reinstatement.
- Third offence or serious violation: Permanent account termination. For Tutors, pending payouts may be withheld pending investigation. For Learners, any unused subscription balance is forfeited.

Parlora reserves the right to escalate directly to permanent termination without prior warning for serious violations, including but not limited to sexual harassment, threats, discriminatory abuse, or illegal activity. Evidence of these violations having occurred will result in immediate and permanent account termination.

11.3 Effect of Termination

Upon termination, your right to access the Platform ceases. Content you have uploaded will be removed from public display within a reasonable timeframe. Licences granted to Users who downloaded your Content prior to termination survive in accordance with Section 7.4. Provisions that by their nature should survive termination will survive, including Sections 7 (Content and IP), 12 (Limitation of Liability), 13 (Indemnification), and 14 (Governing Law).

11.4 Tutor Account Deactivation

As an alternative to full account deletion under Section 11.1, Tutors may request that their account be deactivated while their Parlora Library Content library remains live for continued earnings. Deactivation is not a default option and is granted only on written request to support@parlora.app.

In the deactivated state:

- the Tutor's login credentials are removed, so the Tutor can no longer log in, accept new bookings, respond to messages, or upload new Content;
- the Tutor's existing Parlora Library Content remains available on the Platform and continues to accrue views, downloads, and payouts in accordance with Sections 7 and 8;
- the licences granted to Parlora and to other Users under Sections 7.2 and 7.3 remain in force for as long as the deactivated state continues;
- the Tutor's public profile is marked as inactive to indicate to Learners that the Tutor is not accepting new bookings;
- Parlora will notify the Tutor annually of their deactivated status and earnings accrued during the preceding year; and
- the Tutor retains the right to request full account deletion at any time by contacting support@parlora.app, which will be actioned within 30 days and will delete the Tutor's Parlora Library Content along with the rest of their personal data, subject to any legal retention obligations.

Deactivation does not suspend any of the rights described in the Privacy Policy. Deactivated Tutors may continue to exercise their rights of access, correction, erasure, and any other right

available to them under applicable privacy law, by contacting Parlora at support@parlora.app. Because deactivated Tutors cannot log in, Parlora will verify their identity through alternative means before actioning any request.

Parlora may at its discretion transition a deactivated account to full deletion where there has been no payout-generating activity for 24 consecutive months, after giving the Tutor at least 30 days' prior written notice at the email address associated with the account.

This clause is to be read separately in light of clause 4.4.

12. Limitation of Liability

12.1 Platform Provided "As Is"

The Platform and all Services are provided on an "as is" and "as available" basis. To the maximum extent permitted by law, Parlora disclaims all warranties, whether express, implied, or statutory, including warranties of merchantability, fitness for a particular purpose, and non-infringement.

12.2 No Guarantee of Results

Parlora does not guarantee any particular learning outcomes, tutor quality, earnings from Content uploads, or availability of the Platform. Parlora is a marketplace facilitator and does not provide language teaching or tutoring services directly.

12.3 Limitation

To the maximum extent permitted by law, Parlora's total aggregate liability to you for all claims arising out of or in connection with these Terms or your use of the Platform shall not exceed the greater of: (a) the total fees paid by you to Parlora in the 12 months preceding the claim; or (b) AUD $100.

In no event shall Parlora be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, data, or goodwill, regardless of the cause of action or the theory of liability.

12.4 Australian Consumer Law

Nothing in these Terms is intended to exclude, restrict, or modify any rights you may have under the Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010 (Cth)). If the Australian Consumer Law applies to you as a consumer, Parlora's liability for breach of a consumer guarantee is limited to the extent permitted by that law.

13. Indemnification

You agree to indemnify, defend, and hold harmless Parlora, its proprietor, contractors, agents, and any affiliated entities from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

- your use of the Platform;
- your breach of these Terms;
- Content you upload, post, or make available through the Platform;
- your violation of any third party's rights, including intellectual property rights; or

- your violation of any applicable law or regulation.

14. Governing Law and Dispute Resolution

14.1 Governing Law

These Terms are governed by and construed in accordance with the laws of New South Wales, Australia. You submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia, and any courts of appeal therefrom, for the resolution of any dispute arising out of or in connection with these Terms.

14.2 Informal Resolution

Before commencing any formal dispute resolution process, you agree to first attempt to resolve any dispute by contacting us at support@parlora.app and engaging in good faith negotiations for a period of at least 30 days.

14.3 Mandatory Arbitration

If a dispute is not resolved through informal negotiation within 30 days, you and Parlora agree that the dispute shall be resolved exclusively by binding arbitration administered by the Australian Centre for International Commercial Arbitration (ACICA) in accordance with the ACICA Arbitration Rules in effect at the time the dispute arises, or by such other arbitration body as the parties may agree in writing. The seat of arbitration shall be Sydney, New South Wales, Australia. The arbitration shall be conducted by a single arbitrator appointed in accordance with the applicable rules. The language of arbitration shall be English.

The arbitrator's award shall be final and binding on both parties, and judgment on the award may be entered in any court of competent jurisdiction. Each party shall bear its own costs of the arbitration, unless the arbitrator determines otherwise.

14.4 Class Action Waiver

To the maximum extent permitted by applicable law, you and Parlora agree that any arbitration or proceeding shall be conducted only on an individual basis and not in a class, consolidated, or representative action. If for any reason a claim proceeds in court rather than in arbitration, you and Parlora each waive any right to a jury trial.

14.5 Exceptions to Arbitration

Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in the courts of New South Wales, Australia (or any other court of competent jurisdiction) to prevent the actual or threatened infringement, misappropriation, or violation of intellectual property rights or confidential information. Nothing in this arbitration clause limits your rights under the Australian Consumer Law that cannot be excluded by agreement.

15. Privacy

Your use of the Platform is subject to Parlora's Privacy Policy, which describes how we collect, use, store, and disclose your personal information. The Privacy Policy is incorporated into these Terms by reference. By using the Platform, you consent to the collection and use of your information as described in the Privacy Policy.

16. General Provisions

16.1 Entire Agreement

These Terms, together with the Privacy Policy and any additional terms or policies referenced herein, constitute the entire agreement between you and Parlora regarding your use of the Platform and supersede all prior agreements, understandings, and representations.

16.2 Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

16.3 Waiver

Parlora's failure to enforce any right or provision of these Terms shall not constitute a waiver of that right or provision.

16.4 Assignment

You may not assign or transfer these Terms or any rights or obligations hereunder without Parlora's prior written consent. Parlora may assign these Terms in connection with a restructuring, sale of the business, or transfer of the business to a new legal entity (including incorporation as a company).

16.5 Notices

Notices to Parlora should be sent to support@parlora.app or to Parlora, Sydney, NSW, Australia. Notices to you will be sent to the email address associated with your account.

16.6 Force Majeure

Parlora shall not be liable for any failure or delay in performing its obligations under these Terms where such failure or delay results from circumstances beyond Parlora's reasonable control, including but not limited to natural disasters, war, terrorism, pandemics, government actions, power failures, internet disruptions, or third-party service provider outages.

17. Contact Us

If you have any questions about these Terms, please contact us at:

Parlora

Email: support@parlora.app

Web: parlora.app

Sydney, NSW, Australia