



Website Terms of Use

Welcome to CONSTA, operated by CONSTA, LLC, located at 254 CHAPMAN RD STE 209 NEWARK DE 19702. By accessing and using the website located at <https://consta.app/>, the related mobile website, and the mobile application (collectively referred to as the “Websites”), you agree to abide by these Terms of Service (referred to as the “Terms of Service” or “Agreement”), regardless of whether you register as a User of CONSTA (“Subscriber”). If you intend to become a Subscriber and/or utilize the service (referred to as the “Service”), please review this Agreement carefully. If you disagree with any part of this Agreement or the CONSTA Privacy Policy, refrain from using the Service.

This Agreement may be modified by CONSTA at any time, with such modifications becoming effective upon posting on the relevant website. Your continued use of the Websites and the Service after CONSTA posts revised terms for any section of the Agreement constitutes your explicit and binding acceptance of and consent to the updated Agreement.

PLEASE THOROUGHLY REVIEW THIS AGREEMENT, AS IT CONTAINS CRUCIAL INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS, INCLUDING VARIOUS LIMITATIONS AND EXCLUSIONS, AS WELL AS A DISPUTE RESOLUTION CLAUSE THAT GOVERNS THE RESOLUTION OF DISPUTES.

Electronic Agreement. This Agreement constitutes an electronic contract outlining the legally binding terms of your usage of the Websites and the Service. CONSTA reserves the right to amend this Agreement from time to time, with such modifications becoming effective upon posting on the Websites. By accessing and/or utilizing the Websites or becoming a Subscriber, you acknowledge and agree to the terms, conditions, and notices contained or referenced herein.

1. Access and Retention. To access and retain this electronic Agreement, you must have internet access, either directly or through devices that access web-based content, and bear any associated service fees. Additionally, you must utilize all necessary equipment to establish a connection to the World Wide Web, including a computer and modem or other access device. It



is advisable to print a copy of this document for your records. You may also retain an electronic copy of this Agreement by saving it into any word processing program.

2. Commercial Use of Service. If you are utilizing the Service and/or accessing the Websites on behalf of a company, entity, or organization (collectively, a “Subscribing Entity”), you warrant and represent that:

- a. You are duly authorized to act as a representative of the Subscribing Entity and have the authority to bind it to this Terms of Service;
- b. You have carefully reviewed and comprehended this Terms of Service; and
- c. You consent to this Terms of Service on behalf of the Subscribing Entity.

Illegal and/or unauthorized usage of the Websites includes, but is not limited to, activities such as browsing or downloading illegal content, gathering usernames and/or email addresses of Subscribers via electronic or other means for the purpose of sending unsolicited emails, unauthorized framing of or linking to the Websites, sharing or disclosing your username or password to any third party, or permitting any third party to access your account. Furthermore, attempting to impersonate another user or individual, engaging in fraudulent or misleading activities, employing the Websites in any automated manner (such as scraping, automated scripts, spiders, robots, crawlers, or data mining tools), disrupting the normal operation of the Websites or the associated networks or services, and using the Websites in violation of applicable laws and regulations are all considered illegal and/or unauthorized uses. Such activities may be subject to investigation, and CONSTA reserves the right to pursue appropriate legal action, including, but not limited to, civil, criminal, and injunctive relief. Usage of the Websites and Service is contingent upon CONSTA's permission, which may be revoked at any time, for any reason, at CONSTA's sole discretion.

3. Account Security. You are accountable for safeguarding the confidentiality of your chosen username and password during the registration process. You bear full responsibility for all activities conducted under your username and password. You commit to (a) promptly informing CONSTA of any unauthorized use of your username or password or any security breach, and (b) ensuring that you log out of your account after each session. CONSTA shall not be held liable for any loss or damage resulting from your failure to adhere to this provision. Exercise



caution when accessing your account from a public or shared computer to prevent unauthorized access to your password or personal data. If you share your computer with others, you may consider disabling the auto-login feature associated with your CONSTA account.

4. Your Use of the Website

- a. You are prohibited from accessing or downloading illegal content.
- b. You are strictly forbidden from copying or capturing any content from the Websites (referred to as the “Content”) or any part of the Websites without explicit permission from CONSTA.
- c. You may not duplicate, republish, adapt, or otherwise share or distribute any Content from the Platform, except under the following circumstances: (i) if the Content is created by you (referred to as “Your Content”), or (ii) as allowed within these Terms of Service and within the guidelines set by the person or entity that uploaded the Content (referred to as the “Uploader”), such as under the terms of Creative Commons licenses selected by the Uploader.
- d. You must refrain from using any Content (except Your Content) in a manner intended to create a separate content service or replicate any part of the Websites’ offerings.
- e. Any attempts to aggregate, repurpose, republish, or otherwise utilize any Content through scraping or similar techniques are strictly prohibited.
- f. The use of bots, scripts, or other automated methods to register accounts, log in, post comments, or act on your behalf is not permitted. Furthermore, you are not allowed to promote or provide access to such techniques or services to other users of the Websites.
- g. You are not permitted to alter or remove any trademark, copyright, or other legal notices contained within or appearing on the Websites or any Content displayed on the Websites, except for Your Content.
- h. You are not allowed to authorize any third party to copy or adapt the object code of the Websites, reverse engineer, modify, or attempt to discover any source or object code of any part



of the Websites, or circumvent any copy protection mechanism or access any rights management information related to Content other than Your Content.

i. You must not utilize the Websites for the purpose of uploading, posting, storing, transmitting, displaying, copying, distributing, promoting, making available, or otherwise communicating to the public:

- Any Content deemed offensive, abusive, libelous, defamatory, obscene, racist, sexually explicit, ethnically or culturally offensive, indecent, promoting violence, terrorism, or illegal acts, inciting hatred on grounds of race, gender, religion, or sexual orientation, or is otherwise objectionable in CONSTA's sole and reasonable discretion;
- Any information, Content, or other material that violates, plagiarizes, misappropriates, or infringes the rights of third parties, including, without limitation, copyright, trademark rights, rights of privacy or publicity, confidential information, or any other right; or
- Any Content that contravenes, breaches, or is contrary to any law, rule, regulation, court order, or is otherwise illegal or unlawful in CONSTA's sole and reasonable opinion;
- Any material containing any virus, Trojan horse, spyware, adware, malware, bot, time bomb, worm, or other harmful or malicious component, which could overburden, impair, or disrupt the Websites or servers or networks forming part of, or connected to, the Websites, or which could restrict or inhibit any other user's use and enjoyment of the Websites; or
- Any unsolicited or unauthorized advertising, promotional messages, spam, or any other form of solicitation.

j. Engaging in activities that constitute a criminal offense, civil liability, or violate any law or regulation is strictly prohibited.

k. Renting, selling, or leasing access to the Websites or any Content on the Websites is not permitted. However, you may include links to legitimate online stores where users can purchase items from Your Content.

l. Impersonating any individual or entity, or misrepresenting your affiliation with them, such as by using another person's name or registering an account under a false identity, is prohibited.



m. Harassing, threatening, exploiting, or otherwise mistreating other users or CONSTA employees is strictly prohibited. We reserve the right to terminate your subscription without refund if your behavior towards our staff is deemed threatening or offensive.

n. Selling, transferring, or offering to sell or transfer your CONSTA account to any third party without prior written approval from CONSTA is not allowed.

o. Attempting to collect personal data or information about other users, including through spidering or scraping methods, is strictly prohibited.

p. Violating or attempting to violate CONSTA's data security measures, accessing unauthorized data or materials, or interfering with the functioning of the Websites or Services is strictly prohibited. CONSTA reserves the right to investigate and report any such violations to the appropriate authorities.

You agree to adhere to the aforementioned conditions and acknowledge that CONSTA reserves the right, at its sole discretion, to terminate your account or take appropriate action if you violate any of the aforementioned conditions or any other terms outlined in these Terms of Service. Such actions may include initiating legal proceedings and/or reporting offending users to the relevant authorities.

5. Representations and Warranties. You hereby make the following representations and warranties to CONSTA:

a. Your Content, in its entirety, is either an original creation by you, or you possess all necessary rights, licenses, consents, and permissions required to utilize Your Content and, where applicable, to grant CONSTA the authorization to utilize Your Content in accordance with these Terms of Service. This includes the rights to upload, reproduce, store, transmit, distribute, share, publicly display, publicly perform, make available, and otherwise communicate Your Content,

and all its components, on, through, or via the Websites, any Services, and any third-party services.

b. Your Content, along with its availability on the Platform, does not and will not infringe upon or



violate the rights of any third party, including but not limited to any intellectual property rights, performers' rights, rights of privacy or publicity, or rights in confidential information.

c. You have obtained all necessary consents, permissions, and/or releases from any individuals featured in Your Content to include their name, voice, performance, or likeness in Your Content and to publish it on the Websites and through any third-party services.

d. Your Content, including any comments you may post on the Websites, is and will not be unlawful, offensive, abusive, libelous, defamatory, obscene, racist, sexually explicit, ethnically or culturally offensive, indecent, nor will it promote violence, terrorism, illegal acts, or incite hatred based on race, gender, religion, or sexual orientation.

e. Your Content does not and will not create any liability for CONSTA, its subsidiaries, affiliates, successors, assigns, or their respective employees, agents, directors, officers, and shareholders.

CONSTA reserves the right to remove Your Content, suspend or terminate your access to the Platform, and/or pursue all legal remedies if we determine that any aspect of Your Content breaches the foregoing representations or warranties, or otherwise violates another person's rights or any applicable law, rule, or regulation.

6. Term. This Agreement will remain valid and binding as long as you utilize the Websites and/or Service. You have the option to terminate your subscription and/or membership anytime by contacting us at info@consta.app. If you choose to resign or cancel your subscription with CONSTA, we may request a reason for your decision to assist us in analyzing and improving the Service. CONSTA reserves the right to terminate your subscription and/or membership for any reason by notifying you via the email address provided in your subscription application, or any other email address you subsequently furnish to CONSTA. If your subscription is terminated by CONSTA due to a breach of this Agreement, you will not be entitled to a refund of any unused subscription fees. All determinations regarding account terminations will be at the sole discretion of CONSTA. CONSTA is not obligated to provide advance notice prior to terminating your subscription and/or membership. Furthermore, CONSTA may be unable to disclose the reason for the account termination due to legal constraints. Even after termination of your subscription,



this Agreement will remain in effect. Any terms that naturally endure beyond the termination of this Agreement shall be considered to survive such termination.

7. Modifications to Service. CONSTA reserves the right, at any time, to modify or discontinue the Service (or any part thereof), temporarily or permanently, with or without notice. You agree that CONSTA shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service.

8. Blocking of IP Addresses. To safeguard the integrity of the Services, CONSTA reserves the right, at its sole discretion, to block Subscribers from accessing the Websites using certain IP addresses at any time.

9. Content.

a. **Proprietary Rights.** CONSTA retains all proprietary rights in the Websites and the Service. The Websites contain copyrighted material, trademarks, and other proprietary information owned by CONSTA and its licensors. Unless expressly permitted in writing, you may not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information. All content on CONSTA is proprietary and copyrighted material of CONSTA, intended for the use of CONSTA's Subscribers only. Distribution of Content to others is strictly prohibited. Any violation or threatened violation of this section would cause irreparable harm to CONSTA, entitling CONSTA to an injunction without posting bond, in addition to any other rights or remedies available.

We may provide links to third-party websites, and some content appearing on CONSTA may be supplied by third parties. CONSTA bears no responsibility for these third-party websites or their content, which is governed by the Terms of Service and/or privacy policies, if any, of the applicable third-party content providers.

b. **Ownership of Your Content; Licenses.**

You acknowledge that any content you upload to the Websites and/or the Service ("Your Content") becomes the property of CONSTA. However, this does not affect the provisions of Sections 11 (Copyright Policy), 14 (Limitation of Liability), and 15 (Indemnity by You) of this Agreement.



With respect to Your Content, CONSTA grants you worldwide, royalty-free, and non-exclusive licenses to use, distribute, reproduce, and publicly display such content, except for commercial or for-profit use.

Any Content other than Your Content is owned by the respective Uploader and may be protected by copyright, trademark, or other intellectual property rights. This Content cannot be downloaded, reproduced, distributed, transmitted, re-uploaded, republished, displayed, sold, licensed, made available, or otherwise shared with the public or exploited for any purpose unless permitted by the Uploader or with their express written consent. Reposting or including another user's Content in a set does not grant you any ownership rights to that Content. All rights in Content are reserved to the relevant Uploader, except as expressly granted in this section.

10. Restrictions on Use of Materials. You recognize that CONSTA comprises images, text, and other materials (collectively, "Intellectual Property") protected by copyrights, patents, trademarks, trade secrets, and other proprietary rights. These rights are valid and safeguarded in all existing and future forms, media, and technologies. CONSTA holds a copyright in the selection, coordination, arrangement, and enhancement of this Intellectual Property under the United States copyright laws (and applicable foreign laws). All trademarks featured on this website are the property of their respective owners. You are prohibited from modifying, publishing, transmitting, distributing, performing, participating in the transfer or sale, creating derivative works, or exploiting any portion of the Intellectual Property, in whole or in part. Downloading Intellectual Property to your computer does not grant you any ownership rights. Any modification of the Intellectual Property or use for purposes other than those expressly permitted, including reproduction in print or on other websites or networked computer environments, is strictly prohibited without our prior written consent.

11. Copyright Policy. CONSTA strictly prohibits the submission or posting of any information that infringes or violates copyright rights and/or other intellectual property rights (including rights of privacy and publicity) of any individual or entity.

In accordance with Title 17, United States Code, Section 512(c)(2), or for any other claim of copyright infringement, you hereby consent to notifications of claimed copyright infringement being sent by certified mail to:



CONSTA INC, 254 CHAPMAN RD STE 209. NEWARK, DE, 19702

If you believe that your intellectual property rights (or those you are responsible for enforcing) have been infringed by any content on the Site, please contact CONSTA at the address provided above. Your written statement should include:

- a. Identification of the copyrighted work and/or intellectual property right claimed to have been infringed;
- b. Identification of the allegedly infringing material on the Site that you request to be removed;
- c. Your name, address, daytime telephone number, and email address if available;
- d. A statement that you have a good faith belief that the use of the copyrighted work and/or exercise of the intellectual property right is not authorized by the owner, its agent, or the law;
- e. A statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the owner of the right allegedly infringed; and
- f. The signature of the intellectual property right owner or an authorized representative.

CONSTA will promptly process any notice of alleged infringement it receives and will take appropriate action as required by the Digital Millennium Copyright Act (DMCA) 17 U.S.C. 512(c)(3) or other applicable copyright law. United States law imposes significant penalties for submitting false statements. Under appropriate circumstances, individuals who repeatedly submit infringing or unlawful material may be prohibited from posting further submissions.

12. Liability for Content. You acknowledge and agree that CONSTA (i) stores Content and other information as directed, requested, and authorized by its users, (ii) serves solely as a passive conduit and/or host for the uploading, storage, and distribution of such Content, and (iii) does not play an active role or provide assistance in the presentation or use of the Content. You are solely responsible for all Your Content that you upload, post, or distribute on or through the Websites. To the extent permitted by law, CONSTA excludes all liability regarding all Content (including Your Content) and the activities of its users.



You further acknowledge and agree that CONSTA cannot and does not review the Content created or uploaded by its users. Neither CONSTA nor its subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers, and shareholders have any obligation or duty to monitor the Websites for inappropriate Content, infringement of third-party rights, or Content uploaded in breach of these Terms of Service or applicable law.

CONSTA and its subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers, and shareholders hereby disclaim, to the fullest extent permitted by law, any and all liability arising from Content uploaded to the Websites by users. This includes claims for infringement of intellectual property rights, rights of privacy or publicity, publication of defamatory, pornographic, obscene, or offensive material, or claims regarding the completeness, accuracy, currency, or reliability of information provided by users. By using the Websites, you irrevocably waive the right to assert any such claim against CONSTA or its subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers, or shareholders.

13. Repeat Infringers. CONSTA reserves the right to suspend or terminate your access to the Websites if CONSTA determines, in its sole and reasonable discretion, that you have repeatedly violated these Terms of Service.

If we receive a valid notification from a third party, in accordance with our reporting processes or applicable law, alleging that any of Your Content infringes the copyright or other rights of such third party, or if we deem your behavior inappropriate and in violation of our Terms of Service, we will issue a written warning to you. Users who receive more than two such warnings may have their access to the Websites terminated immediately.

We may also suspend or terminate your account without prior notice if mandated by a court order, or in other appropriate circumstances, as determined by CONSTA at its sole discretion.

Please be aware that we do not provide refunds to Subscribers whose accounts are terminated due to repeated violations of these Terms of Service.

14. Limitation of Liability. In no event shall CONSTA be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising



out of or relating to the Websites or Service, or use thereof. Nothing contained in this Websites or in any written or oral communications from CONSTA or its employees or agents shall be construed to make any promise, covenant, or guaranty, all of which are explicitly disclaimed hereby, contrary to the statements and disclaimers contained in this paragraph.

The content and functionality on the Websites and the services provided by employees of the Websites are offered "as is" without warranty of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. CONSTA makes no warranties, express or implied, as to the ownership, accuracy, completeness or adequacy of the Websites' content or that the functionality of the

Websites will be uninterrupted or error-free or free from virus or third party attack. You hereby acknowledge that your use of the Websites and the Service is at your sole risk. UNDER NO CIRCUMSTANCES SHALL CONSTA, ITS OFFICERS, OWNERS, EMPLOYEES OR AGENTS AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS BE LIABLE FOR ANY DAMAGES, INCLUDING DIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT DIRECTLY OR INDIRECTLY RESULT FROM USE OF, OR INABILITY TO USE, THE WEBSITES OR SERVICE OR THE INFORMATION CONTAINED THEREIN, INCLUDING WITHOUT LIMITATION FOR VIRUSES ALLEGED TO HAVE BEEN OBTAINED FROM THE WEBSITES, EVEN IF CONSTA HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND REGARDLESS OF THE THEORY OF LIABILITY.

TO THE GREATEST EXTENT PERMITTED BY LAW, YOU AGREE THAT IN NO EVENT WILL CONSTA HAVE ANY LIABILITY, CONTINGENT OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES IN ANY WAY ARISING OUT OF OR RELATING TO THE AGREEMENT, WEBSITES OR THE SERVICE, INCLUDING, BUT NOT LIMITED TO LOST PROFITS; LOST DATA; LOSS OF GOODWILL; COPYRIGHT, TRADEMARK, OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT;

WORK STOPPAGE; EQUIPMENT FAILURE OR MALFUNCTION; ILLEGAL, IMMORAL OR FRAUDULENT ACTIVITY; PERSONAL INJURY; PROPERTY DAMAGE; OR ANY OTHER DAMAGES OR LOSSES, EVEN IF CONSTA HAS BEEN ADVISED OF THE POSSIBILITY



THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, STATUTE, INDEMNITY OR OTHERWISE) UPON WHICH SUCH LIABILITY IS BASED.

In the event that any of the foregoing limitations are deemed to be unenforceable, to the greatest extent permitted by law, you agree that the entire aggregate liability of CONSTA and sole remedy available to any Subscriber in any case in any way arising out of or relating to the Agreement, Websites or the Service shall be limited to monetary damages that in the aggregate may not exceed the greater of \$500.00 or the sum of any amount paid by the Subscriber or user to CONSTA during the six months prior to notice to CONSTA of the dispute for which the remedy is sought.

15. Indemnity by You. You agree to indemnify and hold CONSTA, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, arising out of or related to:

a. your use of the Service and/or Websites in violation of this Agreement and/or arising from a breach of this Agreement including, without limitation, your representations and warranties set forth above;

b. any third party claim of infringement of copyright or other intellectual property rights or invasion of privacy arising from the hosting of Your Content on the Websites, and/or your making available thereof to other users of the Websites, and/or the actual use of Your Content

by other users of the Websites or related services in accordance with these Terms of Service and the parameters set by you with respect to the distribution and sharing of Your Content;

c. any activity related to your account, either by you or by any other person accessing your account with or without your consent unless such activity was caused by the act of CONSTA.

16. Attorney Fees. In the event that CONSTA is successful, in whole or in part, in any action or proceeding related to or arising from this Agreement, you shall be responsible for CONSTA's attorneys' fees and costs.



17. Parental or Guardian Permission. Parental or Guardian Permission. Some content on the Websites may not be appropriate for children. CHILDREN UNDER THE AGE OF 17 ARE NOT PERMITTED TO USE THE WEBSITES UNLESS A SUPERVISING PARENT OR GUARDIAN IS PRESENT.

18. Privacy. Your use of the Websites and/or the Service is also governed by our Privacy Policy, accessible at <https://consta.app/>

19. Jurisdiction and Choice of Law; Dispute Resolution. Dispute Resolution. By using the Websites and/or Service, you expressly agree that any dispute arising out of them shall be governed by the laws of the State of Delaware, without regard to its conflict of law provisions. You consent to the exclusive jurisdiction and venue of the state and federal courts of the State of Delaware for the resolution of any such dispute. If any part of these terms is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of the remaining provisions.

20. Arbitration Provision/No Class Action. Except where prohibited by law, all disputes, claims, and causes of action arising out of or connected with the Websites and/or Service shall be resolved individually through binding arbitration, with no resort to class action, under the rules of the American Arbitration Association. The arbitration shall be held in accordance with the Rules for Expedited Procedures under the Commercial Arbitration Rules of the American Arbitration Association or other mutually agreeable organization, before a single arbitrator selected by agreement of both parties or by an independent mediator if the parties are unable to agree. Any post-arbitration action seeking to enforce an arbitration award shall be brought exclusively in the courts of the State of Delaware.

21. No Third Party Beneficiaries. There shall be no third-party beneficiaries to this Agreement, except as otherwise expressly provided.

22. Availability Outside the U.S. Accessing CONSTA from outside the United States is at your own risk, and you are responsible for compliance with your local laws. By accessing the Websites from outside the United States, you consent to the collection and processing of your personal information in a manner consistent with this Agreement and the Privacy Policy.



23. Entire Agreement. This Agreement constitutes the entire agreement between you and CONSTA regarding the use of the Websites and/or the Service.

24. Severability; Waiver. If any provision of this Agreement is found invalid, it shall not affect the validity of the remaining provisions. No waiver of any term shall be deemed a further or continuing waiver, and CONSTA's failure to enforce any term shall not affect its ability to enforce such term in the future.

25. Headings. Section headings are for reference purposes only and do not affect the meaning or interpretation of this Agreement.