

## **AI PRODUCT AND SERVICE TERMS**

The following terms also apply if you utilize any Services consisting of AI products, services, tools, features, bots and/or agents (collectively, the "AI Services") offered by Newfold Digital, Inc., and its subsidiaries, affiliates, predecessors, successors and assigns ("we," "us," or "Company") (collectively, the "Agreement"). Use of the AI Services is also governed by the applicable Company Terms of Service ("TOS") and its policies, which are incorporated into this Agreement by reference.

### **1. Content.**

- a. You may provide input to the AI Services ("Input") and receive or use output from AI Services that is based on the Input ("Output"). Input includes any and all instructions, information, or prompts that you provide as part of AI Services. Input and Output are collectively "Content". You are responsible for all Content, including ensuring that it does not violate any applicable law or the Agreement or infringe any third party's intellectual property, publicity, privacy, or other proprietary rights.
- b. As between you and Company, and to the extent permitted by applicable law, you (a) retain your ownership rights in Input and (b) Company does not claim any ownership rights in the Output to the extent the Output does not contain any pre-existing intellectual property owned by Company.
- c. We may use Content to provide, maintain, develop, market, advertise and otherwise improve our Services, to comply with applicable law, and to enforce our terms and policies.
- d. You represent and warrant that you either fully and exclusively own or have all necessary rights, licenses, consents, authorizations, and permissions for all materials used as Input.

### **2. Output**

- a. Use of the AI Services may, in some situations, result in Output that (i) does not accurately reflect real people, places, or facts or is otherwise inaccurate, misleading, or false; (ii) may infringe a third party's, intellectual property, publicity, privacy, or other proprietary rights; (iii) may be objectionable or contain bias; or (iv) violates the law. It is your sole responsibility to review and confirm all Output is accurate and correct. Company is not responsible for any errors in Output.
- b. Company makes no representation, warranty or guarantee as to the accuracy or reliability of the AI Services or whether the Output may infringe on third-party's intellectual property, publicity, privacy, or other proprietary rights.
- c. By using the AI Services, you understand and agree:
  1. Output may not always be accurate. You must treat the Output as a mere suggestion and decide based on your sole discretion whether or not it represents your views, serves your intended purpose and conveys the message

you wish to convey.

2. You must evaluate the Output to ensure accuracy, truthfulness, and appropriateness for your use case before using or sharing Output from the AI Services.
3. Generated Outputs do not represent Company's views.
4. The Output may not be unique to you, and other customers of the Company may generate Output that is identical or similar to Outputs that may be generate by you.
5. You must not remove or alter any AI related or other disclosures incorporated by Company into the Output.
6. Company may limit access to the AI Services in its sole discretion.

### **3. Third-Party AI Technology**

Company may use technology provided by third-party service providers to provide AI Services ("Third-Party AI Technology"). Such Third-Party AI Technology may be subject to the terms and conditions of the third-party service provider. Notwithstanding anything to the contrary contained herein, you authorize Company and such third-party service providers to store and use your Input for the purposes of providing you with the AI Services, to review Inputs and Outputs for abuse or misuse, and to develop and improve the services and products of Company and such service providers' Third-Party AI Technology, including as part of the design, training and development process for machine learning models. Company assumes no responsibility for Third-Party AI Technology. By using the AI Services, you expressly release Company from any and all liability arising from your use of any Third-Party AI Technology.

### **4. Logo Generator**

AI Services may offer features that enable you to generate logos and visual assets ("AI Images"). AI Images generated through the AI Services are produced using third-party artificial intelligence technology, including but not limited to Google Gemini image generation models. You acknowledge and agree to the following: (1) AI Images may not qualify for copyright protection under applicable law, and the availability or extent of any such protection is uncertain and subject to change; (2) Company makes no representations or warranties regarding your ability to obtain or enforce intellectual property rights in any AI Images; (3) it is your sole responsibility to ensure that any AI Images do not infringe upon the trademarks, trade dress, copyrights, or other intellectual property rights of any third party; (4) Company shall not be liable for any claims, damages, or losses arising from your use of AI Images, including but not limited to claims of intellectual property infringement. You are strongly encouraged to conduct independent trademark clearance and seek qualified legal counsel prior to commercial use of any AI Image.

## **5. Compliance and Prohibited Uses**

Company makes no representation, warranty or guarantee that Output or your use of AI Services will comply with any legal requirements that are applicable to you or your business. You are solely responsible for all Output obtained through the AI Services and for ensuring compliance with all applicable laws and regulations. The AI Services are also subject to content moderation rules and restricted topic limitations imposed by the underlying AI platforms and third party providers used to deliver the services, which Company does not control and cannot override. As a result, certain Inputs or requests may be automatically blocked, limited, or rejected.

You must not use AI Services to engage in conduct that is unlawful, harmful, abusive, inappropriate or is otherwise contrary to the terms of the Agreement. You agree not to input any private sensitive information into the AI Services. Examples of private sensitive information may include, without limitation, detailed identification information, bank account numbers, medical records, and financial records. All Input must comply with Company's Acceptable Use Policy. The Company's AI Services may automatically reject certain content that violates platform rules or is otherwise deemed inappropriate.

### **Disclaimers**

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT OUTPUTS OF THE AI SERVICES HAVE NOT BEEN REVIEWED FOR ACCURACY, COMPLETENESS, LEGALITY, DECENCY, QUALITY, RELEVANCY, BIAS, EXPLAINABILITY OR INTELLECTUAL PROPERTY RIGHTS CLEARANCE. COMPANY MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE ACCURACY, RELIABILITY, OR ERROR-FREE PERFORMANCE OF THE AI SERVICES, INCLUDING (WITHOUT LIMITATION) WHETHER OUTPUTS MAY INFRINGE, MISAPPROPRIATE OR VIOLATE ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

YOU ACCEPT AND AGREE THAT ANY USE OF OUTPUTS FROM OUR AI SERVICE IS AT YOUR SOLE RISK AND YOU WILL NOT RELY ON OUTPUT AS A SOLE SOURCE OF TRUTH OR FACTUAL INFORMATION, OR AS A SUBSTITUTE FOR PROFESSIONAL ADVICE.

YOU SHOULD SEEK INDEPENDENT PROFESSIONAL ADVICE BEFORE YOU RELY ON ANY OUTPUT GENERATED BY THE AI SERVICES.

## **6. Limitation on Liability**

IN NO EVENT SHALL COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR ANY THIRD-PARTY SERVICE PROVIDERS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING ANY THAT MAY RESULT FROM ANY OUTPUTS CREATED USING THE AI SERVICES.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL COMPANY'S TOTAL AGGREGATE LIABILITY IN CONNECTION WITH THE AI SERVICES OR ANY OUTPUTS CREATED USING THE AI SERVICES EXCEED \$10,000.00 U.S. DOLLARS.

THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THIS SITE, THE AI SERVICES OR ANY OTHER SERVICES FOUND AT THIS SITE.