

Newleaf Website Terms of Service

These Website Terms of Service (these “**Terms of Service**”) is agreed to between Newleaf Ai Inc , and its affiliates and subsidiaries (collectively, “**Newleaf**”) and you, or if you represent an entity or other organization, that entity or organization (in either case, “**You**” or “**Your**”). These Terms of Service govern your use of the websites that link to these Terms of Service (the “**Website**”) and offers users (“**Users**”) the ability to access certain content on the Website (“**Content**”). These Terms of Service applies to the Website and Content available through the Website, regardless of the Website through which You access or use the Website and Content. **Please note that these Terms of Service require you to agree to resolve most disputes by binding arbitration.**

PLEASE CAREFULLY READ THESE TERMS OF SERVICE. BY ACCESSING OR USING THE WEBSITE AND CONTENT, YOU AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, NEWLEAF IS NOT WILLING TO PROVIDE YOU WITH ACCESS TO OR USE OF THE WEBSITE AND CONTENT AND YOU MUST NOT ACCESS OR USE THE WEBSITE AND CONTENT.

These Terms of Service include the terms and conditions below and the privacy policy located at <https://newleaf.ai/privacy-policy> (the “Privacy Policy”) relating to the Website. You are responsible for compliance with these Terms of Service (including the Privacy Policy).

Unless You later enter into any other agreements with Newleaf regarding the Website and Content, these Terms of Service are the complete and exclusive agreement between You and Newleaf regarding Your access to and use of the Website and Content. These Terms of Service supersede any prior agreement or proposal, oral or written, and any other communications between You and Newleaf relating to Your use of the Website and Content as a User of the Website.

1. **DEFINITIONS.** Terms used in these Terms of Service have the definitions given in these Terms of Service or, if not defined in these Terms of Service, have their plain English meaning as commonly interpreted in the United States, even if Newleaf provides a translated version of these Terms of Service. To the extent any ambiguity or inconsistency exists between the English version of these Terms of Service and a version in any other language, the English (as interpreted in the United States) version of the Terms of Service controls.
2. **TERM.** These Terms of Service are entered into as of the earlier of the date You first accessed or used the Website and Content (the “**Effective Date**”) and will continue until terminated as set forth herein.
3. **MODIFICATIONS.** Newleaf reserves the right, at any time, to modify the Website and Content, with or without notice to You, by making those modifications available on the Website. Newleaf also reserves the right, at any time, to modify these Terms of Service. Newleaf will inform You of the presence of any changes to these Terms of Service by posting those changes on the Website or by providing You with notice through the Website. Any modifications will be effective immediately upon posting on the Website or delivery of such notice through the Website. You may terminate these Terms of Service as set forth below if You object to any such modifications. However, You will be deemed to have agreed to any and all modifications through Your continued use of the Website and Content following such notice period.
4. **ACCESS.**

4.1. Restricted Access. This Website is not available or intended for children under 13 years of age. You may only use this Website if you are at least 13 year of age. By using this Website, you represent that you are at least 13 years of age.

4.2. To the Website. Subject to Your compliance with these Terms of Service, Newleaf will permit You to access and use the Website and Content solely for lawful purposes and only in accordance with these Terms of Service and any other agreement You agree to with Newleaf before being given access to any specific aspects of the Website. Any additional agreement is in addition to these Terms of Service and will govern Your use of the portions of the Website to which the additional agreement applies in the event of a conflict between the terms of these Terms of Service and the additional agreement.

4.3. Content Access Through Accounts. Subject to the terms of these Terms of Service, access to the Platform requires that You register as a User of the Website and establish a User account on the Platform (an “**Account**”). Approval of Your request to establish and maintain any Account will be at the sole discretion of Newleaf.

4.4. Accounts. Upon Your request, Newleaf may provide You with the ability to establish an Account on the Platform. Your Account and the User identification and password for Your Account (Your “**Account ID**”) is personal in nature. Your Account is for Your personal use and Your Account ID may be used only by You alone. You may not distribute or transfer Your Account or Account ID or provide a third party with the right to access Your Account or Account ID. You are solely responsible for all use of the Platform and all Content and Services through Your Account. You will ensure the security and confidentiality of Your Account ID and will notify Newleaf immediately if Your Account ID is lost, stolen, or otherwise compromised. You are fully responsible for all liabilities and damages incurred through the use of Your Account or under Your Account ID (whether lawful or unlawful) and any transactions completed through Your Account or under Your Account ID will be deemed to have been lawfully completed by You.

4.5. Account Information. In connection with establishing Your Account, You will be asked to submit certain information about Yourself (“**Account Information**”). You agree that: (a) all Account Information You provide will be accurate, complete, and current; and (b) You will maintain and promptly update Your Account Information to keep it accurate, complete and current. You may not: (i) select or use an Account ID of another person with the intent to impersonate that person; and (ii) use an Account ID that Newleaf, in its sole discretion, deems offensive. You are solely responsible for confirming the set-up and configuration of Your Account in all respects and for making all changes and updates thereto through these Terms of Service. Please note that we may share certain Account Information with third parties in accordance with the Privacy Policy.

5. **CONTENT AND THIRD PARTY SERVICES.**

5.1. Content. Unless otherwise noted on the Website, all Content available through the Website or Content, including all text, audio, video, photographs, illustrations, graphics, testimonials, and other media, is owned or licensed by Newleaf or other third party providers. All Content is provided for informational purposes only and You are solely responsible for verifying the accuracy, completeness, and applicability of all Content and for Your use of any Content. Newleaf has not verified the accuracy of, and will not be responsible for any errors or omissions in any Content. Newleaf makes no guarantees regarding the accuracy, currency, suitability, or quality of any Content. Except as set forth in this Terms of Service, You are granted no licenses or other rights in or to any Content, or any IPR therein or related thereto. If You would like to use any Content in a manner not permitted by this Terms of Service, please contact Newleaf at privacy@newleaf.ai.

5.2. To Third-Party Services. The Website may provide You with the choice to access certain Services developed, provided, or maintained by other third-party service providers (“**Third Party Services**”). In addition to the terms of these Terms of Service, Your access to and use of any Third

Party Services is also subject to any other agreement You may agree to before being given access to the Third Party Services (each, a "**Third Party Service Agreement**"). The terms of any Third Party Service Agreement (which may include payment of fees) will apply to the applicable Third Party Services provided under that Third Party Service Agreement in addition to the terms of these Terms of Service, but will not apply to any other Services You may access through the Website. Except as set forth in these Terms of Service, the terms of any Third Party Service Agreement will control in the event of a conflict between the terms of these Terms of Service and that Third Party Service Agreement.

6. **TERMINATION.** These Terms of Service may be terminated by either party at any time, in that party's sole discretion, upon notice to the other party as permitted under these Terms of Service. Except as otherwise stated in these Terms and Conditions, upon termination or expiration of these Terms of Service for any reason: (1) all rights and subscriptions granted to You under these Terms of Service will terminate; and (2) You will immediately cease all use of and access to the Website and all Content and Services (including, without limitation, all Content You obtained prior to termination). Sections titled Definitions, Termination, Suspension, Content and Third Party Service Providers, Website Technology, Ownership, Representations and Warranties, Indemnity, Limitation on Liability, Data Privacy, Feedback, Claims of Infringement, Disputes, Governing Law and Venue, Notices, Linked Sites, and Additional Terms will survive any expiration or termination of these Terms of Service.
7. **SUSPENSION.** Without limiting Newleaf's right to terminate these Terms of Service, Newleaf may also suspend Your access to the Website or any Content, with or without notice to You, upon any actual, threatened, or suspected breach of these Terms of Service or applicable law or upon any other conduct deemed by Newleaf, in its sole discretion, to be inappropriate or detrimental to the Website, Newleaf, or any other User or third party.
8. **WEBSITE TECHNOLOGY.** The Website, Content, and the databases, software, hardware, and other technology used by or on behalf of Newleaf to operate the Website, and the structure, organization, and underlying data, information and software code thereof (collectively, the "**Technology**"), constitute valuable trade secrets of Newleaf. You will not, and will not permit any third party to: (1) access or attempt to access the Technology except as expressly provided in these Terms and Use; (2) use the Technology in any unlawful manner or in any other manner that could damage, disable, overburden, or impair the Technology; (3) use automated scripts to collect information from or otherwise interact with the Technology; (4) alter, modify, reproduce, or create derivative works of the Technology; (5) distribute, sell, resell, lend, loan, lease, license, sublicense, or transfer any of Your rights to access or use the Technology or otherwise make the Technology available to any third party; (6) reverse engineer, disassemble, decompile, or otherwise attempt to derive the method of operation of the Technology; (7) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Technology; (8) monitor the availability, performance, or functionality of the Technology; or (9) interfere with the operation or hosting of the Technology.
9. **OWNERSHIP.** Newleaf retain all right, title, and interest, including, without limitation, all intellectual property rights, proprietary rights, rights of publicity, rights of privacy, and any and all other legal rights protecting data, information, or intangible property throughout the world, including, without limitation, any and all copyrights, trademarks, service marks, trade secrets, patent rights, moral rights, sui generis rights in databases, and contract rights ("**IPR**"), in and to the Technology and any additions, improvements, updates, and modifications. You receive no ownership interest in or to the Technology and You are not granted any right or license to use the Technology itself, apart from Your ability to access the Website and Content under these Terms of

Service. The Newleaf name, logo, and all product and service names associated with the Website and Content are trademarks of Newleaf and its licensors and third party providers and You are granted no right or license to use them.

10. **REPRESENTATIONS AND WARRANTIES.**

10.1. Mutual. Each party hereby represents and warrants to the other party that: (a) it has the legal right and authority to enter into these Terms of Service; (b) these Terms of Service forms a binding legal obligation on behalf of such party; and (c) it has the legal right and authority to perform its obligations under these Terms of Service and to grant the rights and licenses described in these Terms of Service.

10.2. Compliance with Laws. You acknowledge that the Website is a general purpose online service and is not specifically designed to facilitate compliance with any specific law. You represent and warrant to Newleaf that Your use of and access to the Website, including any, will comply with all applicable laws, rules, or regulations ("**Laws**") and will not cause Newleaf itself or any other third party to violate any applicable Laws. Newleaf is not responsible for notifying You of any such Laws, enabling Your compliance with any such Laws, or for Your failure to comply. You agree that you will not use this Website to transmit any false, inaccurate, or misleading information; upload any viruses or malicious code; engage in behavior that is defamatory, obscene, indecent, threatening, or harassing; solicit login information, access protected data or intercept personal information belonging to someone else; or use this Website or its content in connection with unsolicited commercial messages.

10.3. No Warranties; Disclaimer.

10.3.1. THE WEBSITE AND CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE." NEWLEAF DOES NOT WARRANT OR GUARANTEE THE ACCURACY, COMPLETENESS, ADEQUACY, OR CURRENCY OF THE WEBSITE, CONTENT, OR THE PRODUCTS OR SERVICES ADVERTISED ON THE WEBSITE AND DOES NOT ENDORSE THE PRODUCTS, SERVICES, VIEWS OR OPINIONS THAT MAY BE EXPRESSED IN THE CONTENT OR OTHER DATA, INFORMATION OR THIRD PARTY CONTENT THAT MAY BE PROVIDED THROUGH THE WEBSITE. NEWLEAF EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE WEBSITE, CONTENT, SERVICES AND OTHER SUBJECT MATTER OF THESE TERMS OF SERVICE, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, OR NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY NEWLEAF, ITS EMPLOYEES, OR SERVICE PROVIDERS WILL INCREASE THE SCOPE OF, OR CREATE ANY NEW WARRANTIES IN ADDITION TO THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION.

10.3.2. NEWLEAF MAKES NO WARRANTY THAT (a) THE WEBSITE OR CONTENT WILL MEET YOUR REQUIREMENTS; (b) THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (c) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE WILL BE ACCURATE OR RELIABLE; (d) THE QUALITY OF ANY CONTENT OR SERVICES OBTAINED BY YOU THROUGH THE WEBSITE WILL MEET YOUR EXPECTATIONS; OR (e) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED. ANY CONTENT OR SERVICES DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THE FOREGOING PROVISIONS SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

10.3.3. YOU ACKNOWLEDGE THAT THE WEBSITE AND CONTENT ARE NOT DESIGNED, INTENDED, OR CERTIFIED FOR USE IN COMPONENTS OF SYSTEMS INTENDED FOR THE OPERATION LIFE-SUPPORT COMPUTERS OR EQUIPMENT, POLLUTION CONTROL, HAZARDOUS SUBSTANCES MANAGEMENT, OR FOR ANY OTHER DANGEROUS APPLICATION IN WHICH THE FAILURE COULD CREATE A SITUATION WHERE PERSONAL INJURY OR DEATH MAY OCCUR. YOU UNDERSTAND THAT USE OF THE WEBSITE IN SUCH APPLICATIONS IS ENTIRELY AT YOUR RISK AND YOU HEREBY ASSUMES SUCH RISK.

11. **INDEMNITY.** You hereby agree to indemnify, defend, and hold harmless Newleaf and its officers, directors, shareholders, affiliates, employees, agents, service providers, contractors, assigns, users, customers, providers, licensees, and successors in interest ("**Indemnified Parties**") from any and all claims, losses, liabilities, damages, fees, expenses, and costs (including attorneys' fees, court costs, damage awards, and settlement amounts) that result from any claim or allegation ("**Claim**") against any Indemnified Party arising in any manner from: (1) Your access to or use of the Website, or any Content; (2) Your collection and disclosure of any Content, (3) Your violation of applicable Laws; and (4) Your breach of any representation, warranty, or other provision of these Terms of Service. Newleaf will use reasonable efforts to provide You with notice of any such claim or allegation, and Newleaf will have the right to participate in the defense of any such claim at its expense.
12. **LIMITATION ON LIABILITY.** NEWLEAF WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING IN CONNECTION WITH OR OUT OF THE ACCESS TO OR USE OF THE WEBSITE AND CONTENT, EVEN IF NEWLEAF HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF YOUR CONTENT, OPPORTUNITY, REVENUES, PROFITS OR REPUTATION, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE CONTENT, GOODS OR SERVICES. NEWLEAF'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THESE TERMS OF SERVICE AND ALL CONTENT PROVIDED UNDER THESE TERMS OF SERVICE OR THROUGH THE WEBSITE, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED \$10. YOU AGREE THAT NEWLEAF WOULD NOT ENTER INTO THESE TERMS OF SERVICE WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, NEWLEAF'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.
13. **DATA PRIVACY.** You expressly consent to the use and disclosure of Your personally identifiable information and other data and information as described in Newleaf's Privacy Policy. Notwithstanding anything in the Privacy Policy, Newleaf will have the right to collect, extract, compile, synthesize, and analyze non-personally identifiable data or information (data or information that does not identify an entity or natural person as the source thereof) resulting from Your access to and use of the Website or Content. To the extent any such non-personally identifiable data or information is collected or generated by Newleaf, the data and information will be solely owned by Newleaf and may be used by Newleaf for any lawful business purpose without a duty of accounting to You, provided that the data and information is used only in an aggregated form, without directly identifying You or any other entity or natural person as the source thereof.
14. **FEEDBACK.** If You provide Newleaf any feedback or suggestions regarding the Website and Content ("**Feedback**"), You hereby assign to Newleaf all rights in the Feedback and agree that Newleaf shall have the right to use such Feedback and related information in any manner it deems appropriate without a duty of accounting to You. Newleaf will treat any Feedback You

provide to Newleaf as non-confidential and non-proprietary. You agree that You will not submit to Newleaf any information or ideas that You consider to be confidential or proprietary.

15. **DISPUTES.** Except as otherwise provided below, the parties will attempt to resolve all disputes, controversies, or claims arising under, out of, or relating to these Terms of Service, including the formation, validity, binding effect, interpretation, performance, breach or termination, of these Terms of Service and the arbitrability of the issues submitted to arbitration hereunder and non-contractual claims relating to these Terms of Service (each, a "**Dispute**"), in accordance with the procedures set forth in this Section. If any Dispute cannot be resolved through negotiations between the parties within five days of notice from one party to the other of the Dispute, such Dispute will be finally settled through binding arbitration under the arbitration of the London Court of International Arbitration ("LCIA") in accordance with the LCIA Arbitration Rules. Either party may commence the arbitration by delivering a request for arbitration as specified in the Rules. The arbitration will be conducted before a sole neutral arbitrator selected by agreement of the parties. If the parties cannot agree on the appointment of a single arbitrator within 30 days (the "**Initial Period**") after either party to these Terms of Service delivers a request for arbitration, a neutral arbitrator will be selected as provided in the Rules. The arbitration will be conducted exclusively in the English language at a site specified by Newleaf in London, England. The award of the arbitrator will be the exclusive remedy of the parties for all claims, counterclaims, issues or accountings presented or pled to the arbitrator. The award of the arbitrators will require payment of the costs, fees, and expenses incurred by the prevailing party in any such arbitration by the non-prevailing party. Judgment upon the award may be entered in any court or governmental body having jurisdiction thereof. Any additional costs, fees, or expenses incurred in enforcing the award may be charged against the party that resists its enforcement.
16. **GOVERNING LAW AND VENUE.** The interpretation of the rights and obligations of the parties under these Terms of Service, including, to the extent applicable, any negotiations, arbitrations or other proceedings hereunder, will be governed in all respects exclusively by the laws of England and Wales without regard to conflict of laws provisions thereof. Subject to Section 15 (Disputes), each party will bring any action or proceeding arising from or relating to these Terms of Service exclusively in the courts of England, and You irrevocably submit to the personal jurisdiction and venue of any such courts in any such action or proceeding brought in such courts by Newleaf.
17. **NOTICES.** Unless otherwise specified in these Terms of Service, any notices required or allowed under these Terms of Service will be provided to Newleaf by postal mail to the address for Newleaf listed on the Website. Newleaf may provide You with any notices required or allowed under these Terms of Service by sending You an email to any email address You provide to Newleaf, provided that in the case of any notice applicable both to You and other Users of the Website, Newleaf may instead provide such notice by posting on the Website. Notices provided to Newleaf will be deemed given when actually received by Newleaf. Notice provided to You will be deemed given 24 hours after posting to the Website or sending via e-mail, unless (as to e-mail) the sending party is notified that the e-mail address is invalid.
18. **LINKED SITES.** The Website and Content may contain links to third-party sites or content that are not under the control of Newleaf. If You access a third-party site or content from the Website, then You do so at Your own risk and Newleaf is not responsible for any content on any linked site. You may establish a link to the Website, provided that the link does not state or imply any sponsorship or endorsement of Your site by Newleaf or any group or individual affiliated with Newleaf. You may not use on Your site any Content or marks appearing on the Website in establishing the link. You may not frame or otherwise incorporate into another site the content or other materials on the Website without prior written consent.

19. **ADDITIONAL TERMS.** Unless otherwise amended, these Terms of Service will exclusively govern Your access to and use of the Website and Content, and is the complete and exclusive understanding and agreement between the parties, and supersedes any oral or written proposal, agreement or other communication between the parties, regarding Your access to and use of the Website and Content. All waivers by Newleaf under these Terms of Service must be in writing or later acknowledged by Newleaf in writing. Any waiver or failure by Newleaf to enforce any provision of these Terms of Service on one occasion will not be deemed a waiver by Newleaf of any other provision or of such provision on any other occasion. If any provision of these Terms of Service is held to be unenforceable, that provision will be removed to the extent necessary to comply with the law, replaced by a provision that most closely approximates the original intent and economic effect of the original to the extent consistent with the law, and the remaining provisions will remain in full force. The prevailing party in any lawsuit or proceeding arising from or related to these Terms of Service will be entitled to receive its costs, expert witness fees and reasonable attorneys' fees, including costs and fees on appeal. You agree that each of Newleaf's service providers shall be considered a third party beneficiary of the above provisions, with all rights to enforce such provisions as if a service provider were a party to these Terms of Service. Neither these Terms of Service nor any rights or obligations of You hereunder may be assigned or transferred by You (in whole or in part and including by sale, merger, consolidation, or other operation of law) without the prior written approval of Newleaf. Any assignment in violation of the foregoing will be null and void. Newleaf may assign these Terms of Service to any party that assumes Newleaf's obligations hereunder. The parties hereto are independent parties, not agents, employees or employers of the other or joint venturers, and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other.