

TERMS OF SERVICE

THE INFORMATION CONTAINED HEREIN SETS FORTH YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO THE USE OF OUR SITE. THESE TERMS REQUIRE THE USE OF ARBITRATION (ON AN INDIVIDUAL BASIS ONLY; I.E., CASE CONSOLIDATIONS AND CLASS-ACTIONS ARE NOT PERMITTED) IN ORDER TO RESOLVE DISPUTES. PLEASE REVIEW THIS DOCUMENT IN ITS ENTIRETY BEFORE USING OUR SITE IN ORDER TO CONFIRM YOUR ACCEPTANCE HEREOF. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF SERVICE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY. **YOU MAY NOT OBTAIN SERVICES FROM NOVA ECHO LLC UNLESS YOU: (A) AGREE TO THESE TERMS OF SERVICE IN THEIR ENTIRETY; (B) ARE AT LEAST 18 YEARS OLD; AND (C) ARE NOT PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS OR SERVICES BY ANY APPLICABLE LAW, RULE, OR REGULATION.**

NOTICE TO PARENTS

OUR SITE IS NOT INTENDED FOR ANY CHILDREN UNDER THE AGE OF 18. WE HAVE IMPLEMENTED REASONABLE METHODS TO RESTRICT THE ABILITY OF CHILDREN UNDER 18 TO ACCESS OUR SITE. WE URGE YOU TO MONITOR AND SUPERVISE YOUR CHILDREN'S INTERNET ACTIVITIES. IF YOU ARE THE PARENT OR GUARDIAN AND BELIEVE YOUR CHILD HAS PROVIDED US WITH PERSONAL INFORMATION, PLEASE CONTACT US AT SUPPORT@NOVAECHO.AI TO REQUEST DELETION.

- 1. Agreement.** These Terms of Service constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and Nova Echo LLC ("Company", "Nova Echo", "we", "us", or "our"), concerning your access to and use of the novaecho.ai website, app.novaechocrm.com website, university.novaecho.ai website, novaecho.io website, novaecho.co website, as well as any other media form, media channel, mobile website, or mobile application related, linked, or otherwise connected thereto (collectively, the "Site"). Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Service at any time and for any reason and any such modifications shall be effective immediately. We will alert you about any changes by updating the "Last updated" date of these Terms of Service, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms of Service to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Service by your continued use of the Site after the date such revised Terms of Service are posted.
- 2. Privacy.** We care about data privacy and security. Please review our [Privacy Policy](#). By using the Site, you agree to be bound by our [Privacy Policy](#), which is incorporated into these Terms of Service. Please be advised the Site is hosted in the United States. If you access the Site from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the Site, you are transferring your data to the United States, and you agree to have your data transferred to and processed in the United States.

- 3. Intellectual Property Rights.** Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, international copyright laws, and international conventions. The Content and the Marks are provided on the Site “AS IS” for your information and personal use only. Except as expressly provided in these Terms of Service, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.
- 4. Site Management.** We reserve the right, but not the obligation, to: (a) monitor the Site for violations of these Terms of Service; (b) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Service, including without limitation, reporting such user to law enforcement authorities; (c) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (d) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (e) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.
- 5. Modifications And Interruptions.** We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site. We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms of Service will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.
- 6. Errors, Inaccuracies, and Omissions.** Occasionally there may be information on our Site that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, or offers. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend, or clarify information in the Site or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date

applied in the Site or on any related website should be taken to indicate that all information in the Site or on any related website has been modified or updated.

- 7. Disclaimer.** THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.
- 8. Relationship of the Parties.** Nothing contained in this Agreement or your use of the Site shall be construed to constitute either party as a partner, joint venturer, employee, or agent of the other party, nor shall either party hold itself out as such. Neither party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability, or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended by both parties that each shall remain independent contractors responsible for its own actions.
- 9. No Third-Party Beneficiaries.** These Terms are for your sole benefit and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

10. **Site Use.** Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access. We reserve all rights not expressly granted to you in and to the Site, the Content, and the Marks.
11. **Compliance.** The Site is not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.), unless you activate the corresponding tools. If your interactions would be subjected to such laws, you are responsible for activating all necessary tools or, if none available for your industry, you may not use this Site. You may not use the Site in a way that would violate the Gramm-Leach-Bliley Act (GLBA) or any other law or regulation applicable to you. The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.
12. **Types of Accounts.** We currently have three plans, a) *AI Done with You*, b) *AI Done for You*, and c) *Partnership Program*, the details of which can be reviewed [here](#). Unless you are a Partner in our *Partnership Program*, you are NOT authorized to advertise without the use of our branding. In all types of accounts, you MAY NOT represent in any way that Nova Echo is your company, that our technology is yours, or that you are not associated with Nova Echo. YOU HEREBY AGREE TO COMPLY WITH ALL TERMS OF YOUR SELECTED PLAN, INCLUDING YOUR DUTY TO WATCH ALL INSTRUCTIONAL VIDEOS IN THE *AI DONE WITH YOU* AND *AI DONE FOR YOU* PLANS, PRIOR TO USING OUR SERVICES. YOU UNDERSTAND THAT WE DO NOT GUARANTEE GOOD RESULTS AND WILL NOT BE LIABLE FOR LACK OF RESULTS.
13. **Confidentiality.** All users agree that all code, inventions, algorithms, know-how, business, technical, and financial information disclosed to or discovered by the user in reference to Nova Echo, its softwares, and/or other confidential information ("Confidential Information") constitute the sole property of Nova Echo. Users shall: (i) protect and safeguard the confidentiality of Confidential Information with at least the same degree of care as they would protect their own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise their rights or perform their obligations under this Terms of Service; and (iii) not disclose any such Confidential Information to any person or entity, except to their employees, contractors, and advisors who need to know the Confidential Information to assist them, or act on their behalf, in connection with the activities permitted under this Terms of Service.
14. **Payment Terms.** All payments are final. You may determine your preferred payment method and are responsible for informing us of this preference at least two (2) business days before the payment due date. Otherwise, our payment system may automatically charge one of the cards on file that may not be your preferred payment method. For all

credit or debit card payments you hereby consent to 1) having charges automatically charged to your credit or debit card on the due date, 2) authorizing us to collect the payment due (in full) by collecting on any/all credit or debit cards that are provided to us by you.

- 15. Additional Fees.** When using our software, you may be charged additional fees related to your use of our CRM and our AI, and by third parties to upgrade your account, on a per minute basis, and for emails and SMS. BY AGREEING TO THIS TERMS OF SERVICE, YOU HEREBY ACKNOWLEDGE YOU UNDERSTAND THERE ARE MULTIPLE ADDITIONAL FEES ASSOCIATED WITH THE USE OF OUR SITE.
- 16. User Registration.** You may be required to register with the Site. You agree to keep your password confidential and will be responsible for all your account and password use. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.
- 17. User Representations.** By using the Site, you represent and warrant that: (a) all registration information you submit will be true, accurate, current, and complete; (b) you will maintain the accuracy of such information and promptly update such registration information as necessary; (c) you have the legal capacity and you agree to comply with these Terms of Service; (d) you are not a minor in the jurisdiction in which you reside; (e) you will not access the Site through automated or non-human means, whether through a bot, script, or otherwise; (f) you will not use the Site for any illegal or unauthorized purpose; and (g) your use of the Site will not violate any applicable law or regulation. If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).
- 18. Prohibited Activities.** You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.
- As a user of the Site, you agree not to:
- a. Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without our written consent.
 - b. Trick, defraud, or mislead us and/or other users, especially in any attempt to learn sensitive account information such as user passwords;
 - c. Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein;
 - d. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site;
 - e. Use any information obtained from the Site to harass, abuse, or harm another person;
 - f. Make improper use of our support services or submit false reports of abuse or misconduct;
 - g. Use the Site in a manner inconsistent with any applicable laws or regulations;
 - h. Engage in unauthorized framing of or linking to the Site;
 - i. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the

- Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site;
- j. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
 - k. Delete the copyright or other proprietary rights notice from any Content;
 - l. Attempt to impersonate another user or person or use the username of another user;
 - m. Sell or otherwise transfer your profile;
 - n. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware," "passive collection mechanisms," "PCMS");
 - o. Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site;
 - p. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you;
 - q. Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site;
 - r. Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code;
 - s. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site;
 - t. Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software;
 - u. Use a buying or purchasing agent to make purchases on the Site;
 - v. Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses; and/or
- 19. User Data.** We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.
- 20. User-Generated Contributions.** The Site may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by

other users of the Site and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

- a. The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
- b. You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Site, and other users of the Site to use your Contributions in any manner contemplated by the Site and these Terms of Service.
- c. You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Site and these Terms of Service.
- d. Your Contributions are not false, inaccurate, or misleading.
- e. Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- f. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
- g. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- h. Your Contributions do not advocate the violent overthrow of any government or incite, encourage, or threaten physical harm against another.
- i. Your Contributions do not violate any applicable law, regulation, or rule.
- j. Your Contributions do not violate the privacy or publicity rights of any third party.
- k. Your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.
- l. Your Contributions do not violate any federal or state law concerning child pornography, or otherwise intended to protect the health or well-being of minors;
- m. Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- n. Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Service, or any applicable law or regulation. Any use of the Site in violation of the foregoing violates these Terms of Service and may result in, among other things, termination or suspension of your rights to use the Site.

21. Contribution License. By posting your Contributions to any part of the Site or making Contributions accessible to the Site by linking your account from the Site to any of your social networking accounts, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part),

and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels. This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions. We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Site. You are solely responsible for your Contributions to the Site and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions. We have the right, in our sole and absolute discretion, (a) to edit, redact, or otherwise change any Contributions; (b) to re-categorize any Contributions to place them in more appropriate locations on the Site; and (c) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

22. Guidelines For Reviews. We may provide you areas on the Site to leave reviews or ratings. When posting a review, you must comply with the following criteria: (a) you should have firsthand experience with the person/entity being reviewed; (b) your reviews should not contain offensive profanity, or abusive, racist, offensive, or hate language; (c) your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability; (d) your reviews should not contain references to illegal activity; (e) you should not be affiliated with competitors if posting negative reviews; (f) you should not make any conclusions as to the legality of conduct; (g) you may not post any false or misleading statements; and (h) you may not organize a campaign encouraging others to post reviews, whether positive or negative. We may accept, reject, or remove reviews in our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners. We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully-paid, assignable, and sublicensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to reviews.

23. Submissions. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any

such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

24. Mobile Application Use License. If you access the Site via a mobile application, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the mobile application on wireless electronic devices owned or controlled by you, and to access and use the mobile application on such devices strictly in accordance with the terms and conditions of this mobile application license contained in these Terms of Service. You shall not: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application; (b) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the application; (c) violate any applicable laws, rules, or regulations in connection with your access or use of the application; (d) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the application; (e) use the application for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended; (f) make the application available over a network or other environment permitting access or use by multiple devices or users at the same time; (g) use the application for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the application; (h) use the application to send automated queries to any website or to send any unsolicited commercial e-mail; or (i) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the application.

25. Terms for Apple and Android Devices. The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play (each an "App Distributor") to access the Site: (a) the license granted to you for our mobile application is limited to a non-transferable license to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor's terms of service; (b) we are responsible for providing any maintenance and support services with respect to the mobile application as specified in the terms and conditions of this mobile application license contained in these Terms of Service or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the mobile application; (c) in the event of any failure of the mobile application to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the mobile application, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the mobile application; (d) you represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country and (ii) you are not listed on any U.S. government list of prohibited or restricted parties; (e) you must comply with applicable third-party terms of agreement when using the mobile application, e.g., if you have a VoIP

application, then you must not be in violation of their wireless data service agreement when using the mobile application; and (f) you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application license contained in these Terms of Service, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile application license contained in these Terms of Service against you as a third-party beneficiary thereof.

26. Social Media and Third-Party Accounts. As part of the functionality of the Site, you may link your account with online accounts you have with third-party service providers (each such account, a "Third-Party Account") by either: (a) providing your Third-Party Account login information through the Site; or (b) allowing us to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account, without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service provider of the Third-Party Account. By granting us access to any Third-Party Accounts, you understand that (a) we may access, make available, and store (if applicable) any content that you have provided to and stored in your Third-Party Account (the "Social Network Content") so that it is available on and through the Site via your account, including without limitation any friend lists and (b) we may submit to and receive from your Third-Party Account additional information to the extent you are notified when you link your account with the Third-Party Account. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your account on the Site. Please note that if a Third-Party Account or associated service becomes unavailable or our access to such Third-Party Account is terminated by the third-party service provider, then Social Network Content may no longer be available on and through the Site. You can disable the connection between your account on the Site and your Third-Party Accounts at any time. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS. We make no effort to review any Social Network Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and we are not responsible for any Social Network Content. You acknowledge and agree that we may access your email address book associated with a Third-Party Account and your contacts list stored on your mobile device or tablet computer solely for purposes of identifying and informing you of those contacts who have also registered to use the Site. You can deactivate the connection between the Site and your Third-Party Account by contacting us using the contact information below or through your account settings (if applicable).

27. Third-Party Websites and Content. The Site may contain (or you may be sent via the Site) links to other websites ("Third-Party Websites") as well as articles, photographs, text,

graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Site or any Third-Party Content posted on, available through, or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Service no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Site or relating to any applications you use or install from the Site. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

- 28. Third-Party Marketing Services.** We use third-party email and SMS marketing services. There will be additional fees applied for third-party SMS, emails, and calls services.
- 29. Compensation for Recommendations of Third Parties.** We may derive fees or other compensation as a result of purchases from service providers or vendors that are recommended from the Site and/or membership program.
- 30. Term and Termination.** These Terms of Service shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF SERVICE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF SERVICE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION. If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.
- 31. Governing Law and Binding Arbitration.**

- a. **Governing Law:** These Terms shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- b. **Informal Negotiations.** To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Service (each a "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute informally for at least thirty (30) days before initiating arbitration, except in the instances detailed in subsection (g) below. Such informal negotiations commence upon written notice from one Party to the other Party.
- c. **Binding Arbitration.** Subject to subsection (e) below and all applicable laws, you are agreeing to give up: (i) your right to litigate any claims that may arise hereunder in court or before a jury; and (ii) your right to consolidate any claim and/or participate in any class-action claim that may arise hereunder in any manner or forum. Instead, any claim, dispute, or controversy of any kind or nature arising hereunder which cannot be amicably resolved by us shall be solely and finally settled by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place before one arbitrator sitting in Palm Beach County, Florida. The language of the arbitration shall be English. The arbitrator will be bound to adjudicate all disputes in accordance with the laws of the State of Florida. The decision of the arbitrator shall be in writing with written findings of fact and shall be final and binding on the parties. We shall bear all of our own costs, as well as your reasonable outside attorneys' fees, actually incurred in connection with any such arbitration proceedings; provided, however, that if we are the prevailing party, we shall be entitled to reimbursement for those amounts that were expended on your behalf. With respect to any arbitration hereunder, as stated above, you hereby expressly waive any right to consolidate any claim and/or participate in any class-action claim of any kind or nature. This Section provides your sole recourse for the settlement of any disputes arising out of, in connection with, or related to these Terms. If any provision of this clause is found unenforceable, such unenforceable provision will be removed and the remaining terms will be enforced.
- d. **Restrictions.** The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (i) no arbitration shall be joined with any other proceeding; (ii) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.
- e. **Small-Claims Option.** Notwithstanding the foregoing, you may elect to pursue a breach of warranty claim in small-claims court rather than submit to binding arbitration, but only if you provide us with written notice of your desire to do so within 90 days of your purchase transaction. Any small-claims court proceeding initiated hereunder will be limited solely to your individual dispute; i.e., you are not permitted

to file, or participate in, a class action suit or consolidated claim in small-claims court with respect to these Terms.

f. Time to Commence Action. In no event shall any Dispute brought by either Party related in any way to the Site be commenced more than one (1) year after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable, and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

g. Exceptions to Informal Negotiations and Arbitration. The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (i) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (ii) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (iii) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

32. Limitations Of Liability. IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO \$500.00 USD. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS

33. Indemnification. You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) use of the Site; (3) breach of these Terms of Service; (4) any breach of your representations and warranties set forth in these Terms of Service; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Site with whom you connected via the Site. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use

reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

- 34. No Legal, Tax, Financial, or Other Advice Provided.** Nova Echo LLC, along with its member(s), manager(s), officers, directors, employees, subsidiaries, affiliates, licensors, service providers, and agents, (hereinafter collectively the “Company”, “We” or “Us”) are NOT lawyers, accountants, or financial advisors, and nothing contained on the Site or part of any membership program on the Site is intended to be financial or legal advice. We are NOT an investment advisory service, NOT an investment advisor, and do NOT serve as a financial advisor or provide personalized financial advice in any way. We cannot and do not make any guarantees about your ability to get results or earn any money with our ideas, information, tools, or strategies. What we can guarantee is your satisfaction with our training. Nothing on this Site, or any of our content, training, or tools is a promise or guarantee of results or future earnings, and we do not offer any legal, medical, tax or other professional advice. Any financial numbers referenced here, or on any of our sites, are illustrative of concepts only and should not be considered average earnings, exact earnings, or promises for actual or future performance. Use caution and always consult your accountant, lawyer or professional advisor before acting on this or any information related to a lifestyle change or your business or finances. You alone are responsible and accountable for your decisions, actions, and results, and by your registration here you agree not to attempt to hold us liable for your decisions, actions or results, at any time, under any circumstance.
- 35. Electronic Communications, Transactions, and Signatures.** Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.
- 36. Force Majeure.** Company shall not be held responsible for delays or non-performance caused by activities or factors beyond its reasonable control, including without limitation, war, weather, strikes, floods, lockouts, fires, acts of God, terrorism, and/or delivery, vendor, supplier, or other third-party delays, non-performance, or failures of any kind.
- 37. Assignment.** We may assign or otherwise transfer any or all our rights or obligations hereunder, in whole or in part, to any third party in our sole discretion. You may not assign any of your rights or delegate any of your duties hereunder at any time without our prior written consent in each instance, and any attempt to do so shall be null and void.
- 38. Partial Invalidity.** If any part or portion of these Terms is deemed to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.
- 39. No Waivers.** Our failure to enforce any of our rights hereunder will not constitute a waiver of our right to make such enforcement in the future, subject to applicable law.

40. Entire Agreement. This Terms of Service constitutes the entire agreement between you and Nova Echo and governs the terms and conditions of your use of the Site, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and Nova Echo with respect to this Site. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use the website. Nova Echo may revise these Terms of Service at any time by updating this Agreement and posting it on the Site. Accordingly, you should visit the Site and review the Terms of Service periodically to determine if any changes have been made. Your continued use of this website after any changes have been made to the Terms of Service signifies and confirms your acceptance of any such changes or amendments to the Terms of Service.

41. Contact Information.

Nova Echo LLC

support@novaecho.ai

Phone: (561) 475-1497