

Terms of Use

Updated: Tuesday, June 18, 2024

Please read the following carefully before installing and/or using any software on this site. By clicking “I agree” or “accept” (or other similar button), or by otherwise accessing and/or using any part of the service (defined below), you acknowledge that you have read, understood, and agreed to be bound by all the terms and conditions of this end user license agreement (the **"Agreement"**), the date of such occurrence being the "Effective date".

This agreement constitutes a binding agreement between you and Noble Patriarch (**"We"**, **"us"** or **"our"**), and governs your access and use of the software and Services, as well as any future software or services.

If you are entering into this agreement on behalf of an entity, you represent that you have the right, authority, and capacity to bind such entity to this agreement and in such case, all references to **"you"** hereinafter shall also mean such entity.

If you do not agree with any of the terms and conditions of this agreement, do not download, install or use the service. By accessing, installing, downloading or using our website, services and/or software, you confirm that you are at least 18 years old (or if you are younger than 17 years old, inclusive, that you are accessing, installing, downloading or using our website, services and/or software only with the approval of your parent or guardian and, if applicable, with the supervision of a teacher, educator or equivalent), that you are legally able to enter into this agreement, and that you have read, understand and agree to be bound by this agreement.

Notwithstanding anything to the contrary, to the extent that consumer protection or local laws or regulations grant you mandatory or statutory rights, this agreement shall only limit such rights to the maximum extent permitted by such laws or regulations.

1. Definitions

The following capitalized terms have the meanings set forth below:

1.1 **"Intellectual Property Rights"** means any and all rights, titles, and interests (under any jurisdiction or treaty, whether protectable or not, whether registered or unregistered, and whether vested, contingent, or future) in and to inventions, discoveries, works of authorship, designs, software, technical information, databases, know-how, mask works, methods, technology, and other intellectual property, and includes but is not limited to patents, copyrights and similar authorship rights, moral (and similar personal) rights, mask work rights, data and database rights, trade secret rights and similar rights in confidential information and other non-public information, design rights, trademark,

service mark, trade name, trade dress and similar branding rights, as well as: (i) all applications, registrations, renewals, reexaminations, extensions, continuations, continuations-in-part, provisionals, substitutions, divisions or reissues of or for the foregoing; and (ii) all goodwill associated with the foregoing.

1.2 **"Law"** means any federal, state, foreign, regional or local statute, regulation, ordinance, or rule of any jurisdiction.

1.3 **"License Scope"** means any Service usage and/or consumption limitations and parameters.

1.4 **"Service"** means any and all the services provided by us including, without limitation, all offerings (goods and services) provided or sold on our site.

1.5 **"Software"** means all software accessible/downloadable through our site, including all software's features and interfaces and any payment-related software.

2. License

2.1 General. Subject to the terms and conditions of this Agreement, during the Term (defined below), we grant you a personal, limited, revocable, non-exclusive, non-sublicensable, non-assignable, non-transferable license ("**License**"), to: (i) download, install and use the Software on your computer, tablet, smartphone ("**Device**") that you own or control; and (ii) access and use the Software on that Device in accordance with this Agreement and any applicable Usage Rules (defined below); solely for your own personal purposes.

2.2 Restrictions. You agree not to, and shall not permit any third party to: (i) sublicense, redistribute, sell, lease, lend or rent the Software; (ii) make the Software available over a network where it could be used by multiple devices owned or operated by different people at the same time; (iii) disassemble, reverse engineer, decompile, decrypt, or attempt to derive the source code of, the Software; (iv) copy (except for back-up purposes), modify, improve, or create derivative works of the Software or any part thereof; (v) circumvent, disable or otherwise interfere with security-related features of the Software or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Software; (vi) remove, alter or obscure any proprietary notice or identification, including copyright, trademark, patent or other notices, contained in or displayed on or via the Software; (vii) use any communications systems provided by the Software to send unauthorized and/or unsolicited commercial communications; (viii) use our name, logo or trademarks without our prior written consent; and/or (ix) use the Software to violate any applicable laws, rules or regulations, or for any unlawful, harmful, irresponsible, or inappropriate purpose, or in any manner that breaches this Agreement.

3. Account

3.1 In order to access the Service, you may be required to set up an account by submitting the information requested in the applicable form or interface ("Account"). You represent and warrant that all information submitted during the setup process is, and will thereafter remain, complete and accurate.

3.2 As between us and you, you alone shall be responsible and liable for maintaining the confidentiality and security of the Account credentials, as well as for all activities that occur under or in such Account.

4. Usage Rules

4.1 In order to have access to the Software you may have to download it from Google/Chrome ("Distributor"). Please be aware that the Distributor may have established usage rules which also govern your use of the Software ("Usage Rules"). You acknowledge that, prior to downloading the Software from a Distributor, you have had the opportunity to review and understand, and will comply with, its Usage Rules.

4.2 The Usage Rules that are applicable to your use of the Software are incorporated into this Agreement by this reference. You represent that you are not prohibited by any applicable Usage Rules and/or applicable law from using the Software; if you are unable to make such a representation you are prohibited from installing and/or using the Software.

4.3 Sensitive Data. You acknowledge and agree that you shall not submit, upload, post, or otherwise provide any sensitive information to the Service if you wish to keep such information confidential. Sensitive information includes, but is not limited to, the following: (i) Personal Health Information: such as any information about an individual's health status, provision of healthcare, or payment for healthcare that can be linked to a specific individual; (ii) Confidential Financial Information: such as credit or debit card numbers, bank account numbers, and other financial account information; (iii) Passwords: such as passwords associated with your or any third party's account for the Service or for any other websites, platforms, or services; and (iv) Personal Identification Information: such as government-issued identification numbers, such as social security numbers, driver's license numbers, passport numbers, and similar identifying information.

4.4 Data Storage. The Service is not intended to, and will not, operate as a data storage or archiving product or service, and you agree not to rely on the Service for the storage of any User Content. You are solely responsible and liable for the maintenance and backup of all User Content.

4.5 Data Utilization Consent. By using the Service, you consent to our collecting and processing the Input and Output. Unless stated otherwise in the Subscription Plan, we may use the Input and Output on an anonymized basis to train its algorithms and improve the Service quality.

4.6 You should assume that all Input and Output will be automatically deleted a few seconds after generation and will no longer be available to you.

5. Intellectual Property Rights

5.1 Ownership. The Software is licensed as explained above and not sold to you under this Agreement and you acknowledge that we and our licensors retain all title, ownership rights and Intellectual Property Rights in and to the Software. We reserve all rights not expressly granted herein to the Software.

5.2 Our Content. Except for the User Content (as defined in clause 5.3 below) (i) the content on the Software, including, without limitation, the text, information, documents, descriptions, products, software, graphics, photos, sounds, videos, interactive features, and services (the “**Materials**”), and (ii) the trademarks, service marks and logos contained therein (“**Marks**”), and together with the Materials, “**Our Content**” are our property and/or our licensors and may be protected by applicable copyright or other intellectual property laws and treaties.

5.3 User Content and User Derived Content. You are solely responsible for all interactions, text, documents or other content or information uploaded, entered or otherwise transmitted by you in connection with your use of the Services and/or Software (“**User Content**”) and the User Derived Content (as defined below). User Content and/or User Derived Content may include, among other things, mistakes, typos, wording, and text contained in the content or information transmitted by you. To the maximum extent permitted by law, we shall have no liability to you with respect to the User Content and or the User Derived Content, including, without limitation, liability with respect to: (i) any information (including your confidential information) contained in or apparent from any User Content and/or the User Derived Content; and/or (ii) any copyright infringement claim or another infringement claim by a third party in relation to or in connection with the User Content and/or the User Derived Content. You warrant, represent and covenant that: (i) you own or have a valid and enforceable license and all the necessary rights to use, submit or transmit all User Content and use the Service and the Software; (ii) that no User Content or User Derived Content (as defined below) infringes, misappropriates or violates or will infringe, misappropriate or violate, the rights (including, without limitation, any copyrights or other intellectual property rights) of any person or entity or any applicable law, rule or regulation of any government authority of competent jurisdiction; (iii) all summaries, content or text derived or extracted from the User Content using the Summarization Service and/or Software (“**User Derived Content**”) shall be used by the User for personal use only; and (iv) the User shall not

disseminate or distribute the User Content or User Derived Content in breach of any applicable law or third party's intellectual property rights or other rights. You acknowledge that the Services and the Software do not operate as an archive or file storage service. You are solely responsible for the backup of User Content and other safeguards appropriate for your needs. You retain all right, title, and interest in and to your User Content. To the maximum extent permitted by law, by uploading or entering any User Content, you give us (and those we work with) a nonexclusive, worldwide, royalty-free and fully-paid, transferable and sub-licensable, perpetual, and irrevocable license to copy, store and use your User Content in order to (i) provide the Software and Services; (ii) administer and make improvements to the Software and Services (including, to improve the algorithms underlying the Software and the Services); and (iii) collect and analyze anonymous information. To the extent that User Content contains any third party data, you hereby warrant to have obtained all required consents from such third party to allow us to use the User Content as set forth above.

5.4 Feedback. If we receive any feedback (e.g., questions, comments, suggestions or the like) regarding any of the Services and/or Software (collectively, “**Feedback**”), all rights, including Intellectual Property Rights in such Feedback shall belong exclusively to **us** and such shall be considered our Confidential Information. You hereby irrevocably, fully and unconditionally transfer and assign to us all Intellectual Property Rights and remaining rights you have in such Feedback, without any further step or payment being necessary, and waive any and all moral rights you may have in respect thereto, and the right to assert or take legal action in connection with such rights. It is further understood that use of Feedback, if any, may be made by us at our sole discretion, and that in no way shall we be obliged to make use of any kind of the Feedback or part thereof.

5.5 Nothing contained herein shall be construed as conferring upon you or others by implication, estoppel, or otherwise any license or right under any patent, trademark, or copyright of ours or of any third party. The use or misuse of any such patents, trademarks, or copyrights provided hereunder, except as permitted herein, is expressly prohibited and may be in violation of patent law, trademark law, copyright law, the law of slander and libel, the law of privacy and publicity, and/or communications regulations and statutes. Be advised that we fully and aggressively enforce our intellectual property rights to the fullest extent of the law.

6. Subscription fees and trial period

6.1 Paid Accounts. After creating an account on this website, in order to use our related services with full functionality, you need to sign up for a subscription (paid account). Where applicable, you can upgrade your free account to access paid features, which will automatically convert your free account into a 'paid account'. Your paid account will remain effective until it is cancelled or terminated under this Agreement, in which case your account status will revert to a free account (if we do not have any objections against such account). When you upgrade a free account, we will automatically bill you from the date you converted your account to a paid account and on each periodic renewal (whether

it be monthly or annually). If you cancel your paid account, the cancellation will take effect the day after the last day of the current subscription period, and you will be downgraded to the free version of the Service (if any). We do not provide refunds or credits for any partial subscription periods. You are responsible for all applicable taxes, and we will charge tax when required. We may change the fees applicable to a paid account but will give you advance notice before those changes take effect, and any price change will apply to your next billing cycle. You can cancel your paid account at any time via your Account page in the Software or by contacting us through our Contact page.

6.2 Automatic Billing Cycles. To ensure uninterrupted services, all subscriptions to our site (including all paid accounts) are renewed automatically using the credit card we have on file. All of our subscriptions are renewed at the standard subscription rate when the current subscription term ends. If you don't cancel your Subscription, you authorize us to automatically charge you the agreed price each month until you cancel the Subscription.

6.3 Renewal and Cancellation. Your applicable payment to us will automatically renew at the end of the applicable Subscription period, unless you cancel your Subscription before the end of the then-current Subscription period. You may cancel your Subscription at any time via your Account page in the Software. The cancellation will take effect the day after the last day of the current Subscription period, and you will be downgraded to the free version of the Service. We do not provide refunds or credits for any partial subscription periods.

6.4 Subscription Fees. In consideration for the Services, you will have to pay the applicable, non-refundable subscription fees set forth in the Subscription Plan (“**Subscription Fees**”) at such times and for such periods as set forth therein. Your payment may be processed through a third-party payment processing service, and additional terms may apply to such payments. We reserve the right to use other third-party payment processing services for such purposes in the future. Unless otherwise stated in the Subscription Plan, all amounts payable under this Agreement are non-refundable, non-cancellable, and exclusive of all sales, use, value-added, withholding, and other direct or indirect taxes, charges, levies and duties. For all versions of the Services, we reserve the right in the future to charge a fee for features and/or uses which are currently made available free of charge. Any failure to pay applicable charges may result in you not having access to some or all of the Services.

6.5 Trial period. We may offer a free trial period for evaluation purposes during the applicable trial period (“**Trial Period**”) prior to charging for the subscription fees. Notwithstanding anything to the contrary in this agreement, to the maximum permitted by law we and our affiliates will have no warranty, indemnity, support, or other obligations or liabilities whatsoever, with respect to trial periods, and we have the right to terminate a trial period at any time and for any reason.

7. Third-party components

The Software may use or include third-party open-source software, files, libraries or components that may be distributed to you and are subject to third-party open-source license terms. If there is a conflict between any open-source license and the terms of this Agreement, then the open-source license terms shall prevail but solely in connection with the related third party open-source software. To the maximum extent permitted by law, we make no warranty or indemnity hereunder with respect to any third-party open-source software.

8. Disclaimers

8.1 THE SERVICE, THE OUTPUT, AS WELL AS ANY OTHER GOODS AND SERVICES PROVIDED OR MADE AVAILABLE BY OR ON OUR BEHALF HEREUNDER (COLLECTIVELY, "**MATERIALS**") ARE PROVIDED AND MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL DEFECTS, with all faults, and without any representation, warranty, guarantee, or condition of any kind whatsoever, whether express, implied or statutory, including without limitation any implied warranties or conditions of merchantability, satisfactory quality or arising from a course of dealing, law, usage, or regarding security, fitness for a particular purpose, quiet possession, non-infringement, title, quiet enjoyment, reliability, or that otherwise arise from a course of performance or dealing, or usage of trade, all of which are hereby disclaimed by us and our suppliers, and licensors, AND ALL EXPRESS, IMPLIED AND STATUTORY CONDITIONS AND WARRANTIES (INCLUDING WITHOUT LIMITATION ANY IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET POSSESSION, NON-INFRINGEMENT, OR QUALITY OF SERVICE, OR THAT OTHERWISE ARISE FROM A COURSE OF PERFORMANCE OR USAGE OF TRADE) ARE HEREBY DISCLAIMED BY US AND OUR SUPPLIERS AND LICENSORS.

8.2 CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT WHEN ACCESSING AND/OR USING THE SERVICE, AND/OR CREATING TEXT (TO THE MAXIMUM EXTENT PERMITTED BY LAW): (I) CUSTOMER SHALL BE SOLELY RESPONSIBLE AND LIABLE FOR THE TEXT AND THE CONSEQUENCES OF CREATING, USING, OR SHARING THE TEXT; (II) CUSTOMER MAY BE EXPOSED TO TEXT FROM A VARIETY OF SOURCES; AND (III) WE ARE NOT RESPONSIBLE AND TAKE NO LIABILITY FOR THE ACCURACY, USEFULNESS, INTEGRITY, LAWFULNESS, TITLE, NON-INFRINGEMENT, FUNCTIONALITY, OR INTELLECTUAL PROPERTY RIGHTS OF, OR RELATING TO, SUCH TEXT.

8.3 To the maximum extent permitted by law, we and our licensors do not make any representation, warranty, guarantee or condition: (a) regarding the effectiveness, usefulness, reliability, timeliness, completeness, or quality of **Our Materials**, the services or the software; (b) that your use of **Our Materials**, the services or the software will be uninterrupted, secure or error-free; (c) regarding the operation of any networks,

the passing or transmission of data via any networks or the cloud, or any other cellular or data connectivity problems; or (d) regarding the satisfaction of, or compliance with, any laws, regulations, or other government or industry rules or standards. We do not warrant that the content available on, or generated by, the software or the service is accurate, complete, reliable, current, error-free and/or that the service or the software is free of viruses or other harmful code. We reserve the right to make changes in or to the content, the software and/or the services, or any part thereof, without giving you any notice prior to or after making such changes. We will not be liable or obligated in respect of delays, interruptions, service failures or other problems inherent in use of the internet and electronic communications or for issues related to public networks or hosting providers.

8.4 You are advised not to rely in any way on the correct functioning or performance of the Service. You assume all risks and all costs associated with the use of the software or Service. You agree that we will not be held responsible for any consequences to you or any third party that may result from your use of the Services and/or for any technical problems including without limitation in connection with the internet (such as slow connections, traffic congestion or overload of our or other servers) or any telecommunications or internet providers.

8.5 Above exclusions apply to the maximum allowed by applicable law.

9. Limitation of liability

9.1 Notwithstanding anything to the contrary and to the fullest extent permissible by law, in no event shall we, our affiliates, or any of our licensors or suppliers be liable under, or otherwise in connection with, this agreement, for: (a) any consequential, indirect, special, incidental, or punitive damages; (b) any loss of profits, loss of business, loss of revenue, loss of anticipated savings, or wasted expenditure; (c) any loss of, or damage or interruption to, data, networks, information systems, reputation, or goodwill; and/or (d) the cost of procuring any substitute goods or services.

9.2 To the maximum extent permitted by law, the combined aggregate liability of us and our affiliates under, or otherwise in connection with, this agreement, the software and the service shall not exceed the amount actually paid (if any) by you to us under this agreement in the three (3) month period immediately preceding the date giving rise to liability.

9.3 The foregoing exclusions and limitation shall apply: (a) to the maximum extent permitted by applicable law; (b) even if a party has been advised, or should have been aware, of the possibility of losses, damages, or costs; (c) even if any remedy in this agreement fails of its essential purpose; and (d) regardless of the theory or basis of liability, and whether in contract, tort (including without limitation for negligence or breach of statutory duty), misrepresentation, restitution, or otherwise.

10. Confidentiality

10.1 You may have access to certain non-public or proprietary information and materials of ours and/or our Affiliates, whether in tangible or intangible form ("Confidential Information"). You shall take commercially reasonable measures to protect our Confidential Information within your possession or control, from misuse or disclosure to a third party. You shall use our Confidential Information solely for the purposes of performing under this Agreement.

10.2 You (as "**Receiving Party**") will use the same degree of care that you use to protect the confidentiality of your own confidential information of like kind (but not less than reasonable care) to: (a) not use any of our (the "**Disclosing Party**") Confidential Information (defined below) for any purpose outside the scope of this Agreement; and (b) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees who need that access for purposes consistent with this Agreement and who are bound by obligations of confidentiality to the Receiving Party containing protections not materially less protective of the Confidential Information than those herein.

10.3 If Receiving Party is required by law, regulation or court order to disclose Confidential Information, then Receiving Party shall, to the extent legally permitted, provide Disclosing Party with advance written notice and cooperate in any effort to obtain confidential treatment of the Confidential Information including, without limitation, the opportunity to seek appropriate administrative or judicial relief.

10.4 The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party, the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

10.5 "**Confidential Information**" means all information that is identified as confidential at the time of disclosure by the Disclosing Party or reasonably should be known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. Confidential Information shall not, however, include information that: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (d) is independently developed by employees of the Receiving Party.

10.6 We may use Customer's name and logo on our website and in its promotional materials to state that Customer is a customer of the Service.

11. Indemnity

To the maximum extent permitted by law, you agree to defend, indemnify and hold us harmless as well as our affiliates, and our respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your use of, or inability to use, the Software, (ii) your violation of this Agreement, (iii) your violation of any third-party right, including without limitation any copyright, property, or privacy right, and (iv) a third-party claim relating to or in connection with the User Content and/or the User Derived Content (including but not limited to a claim for copyright infringement or related to intellectual property or proprietary rights). Without derogating from or excusing your obligations under this section, we reserve the right (at your own expense), but are not under any obligation, to assume the exclusive defense and control of any matter which is subject to an indemnification by you if you choose not to defend or settle it. You agree not to settle any matter subject to indemnification by you without first obtaining our express approval.

12. Export Laws Compliance

12.1 You agree to comply fully with all applicable export laws and regulations to ensure that neither the Software and/or the Services nor any technical data related thereto are exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations.

12.2 Customer represents and warrants that: (a) it is not a resident of, and will not access or use the Service in, a country that the U.S. government has embargoed for use of the Service, and that Customer is not a person or entity named on the U.S. Treasury Department's list of Specially Designated Nationals or any other applicable trade sanctioning regulations of any jurisdiction; and (b) its country of residence and/or incorporation (as applicable) is the same as the country specified in the contact and/or billing address provided to us. Customer shall not transfer, export, re-export, import, re-import or divert the Service in violation of any Export Control Laws (defined below), and shall not transfer, export, re-export, import, re-import or divert the Product to Lebanon, Syria, Iran, Iraq, Sudan, Yemen, Cuba, the Crimea, Donetsk, or Luhansk regions of Ukraine, or North Korea (or other countries specifically designated in writing by us from time to time). In the event of a breach under this Section (Export Laws Compliance), Customer agrees to indemnify and hold us harmless as well as our affiliates (and their respective directors, officers, and employees) for any fines and/or penalties imposed upon them as a result of such breach.

13. Updates, Upgrades, and Modifications

13.1 We may from time to time and within our discretion provide updates, upgrades, and/or modification to the Software and/or the Services (each a "Revision") but are not under any obligation to do so. Such Revisions will be supplied according to our then-current policies, which may include automatic updating or upgrading without any additional notice to you. You consent to any such automatic updating or upgrading of the Software. All references herein to the Software shall include Revisions. This Agreement shall govern any Revisions that replace or supplement the original Software, unless the Revision is accompanied by a separate license agreement which will govern the Revision.

13.2 To the maximum extent permitted by law, we reserve the right at any time to: (i) change any information, specifications, features or functions of the Services and/or Software, including any Trial Period, (ii) suspend or discontinue, temporarily or permanently, any or all of the Services or Trial Period, including the availability of any feature, database or content, or (iii) impose limits on certain features and Services or restrict access to parts or all of the Services, including any Trial Period, in each case with or without prior notice and without any liability to you or any third party. we may from time-to-time update or revise this Agreement. If we update or revise this Agreement, we will post the updated or revised Agreement on the website or by any other manner chosen by us in its commercially reasonable discretion. Such change will be effective three (3) days following the foregoing posting thereof, and your continued use of the Software and/or Services thereafter means that you accept those changes to the Agreement as updated or revised. You can view the most current End User License Agreement on our website. It is your responsibility to review the Agreement periodically and we encourage you to do so.

14. Terms and Termination

14.1 Term of Agreement. This Agreement commences on the Effective Date and, unless terminated in accordance herewith, shall continue for the duration of the Subscription Term (defined below).

14.2 Renewals. Unless specified otherwise in the Subscription Plan, at the end of the term specified in the Subscription Plan (the "**Subscription Term**"), each Subscription Plan shall automatically renew for successive periods of equal length, unless either Party notifies the other Party in writing that it chooses not to renew the Subscription Plan ("**Non-Renewal Notice**"); *provided*, however, that the Non-Renewal Notice is given at least thirty (30) days prior to the end of the then-current Subscription Plan. At the commencement of each renewal Subscription Term, we shall be entitled to invoice Customer for the applicable Subscription Fees, therefore.

14.3 Termination. This Agreement, as well as any Product Order, may be terminated as follows:

- a) In accordance with any termination rights specified in the Subscription Plan;
- b) Either Party may terminate this Agreement or a Subscription Plan for cause upon written notice if the other Party commits a material breach under this Agreement or the Subscription Plan, and fails to cure such breach within thirty (30) days after receiving written notice from the other Party alleging the breach. The foregoing 30-day cure period shall: (i) not be required if the breach is not curable; and (ii) be reduced to ten (10) days if the material breach in question is non-payment by Customer;
- c) Either Party may terminate this Agreement or any Subscription Plan upon written notice to the other Party upon the occurrence of any of the following events in respect of such other Party: (i) a receiver is appointed for the other Party or its property, which appointment is not dismissed within sixty (60) days; (ii) the other Party makes a general assignment for the benefit of its creditors; (iii) the other Party commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief Law, which proceedings are not dismissed within sixty (60) days; or (iv) the other Party is liquidating, dissolving or ceasing normal business operations; and/or

14.4 We reserve the right, at any time, to: (i) discontinue or modify any aspect of the Software and/or the Services; and/or (ii) immediately terminate this Agreement and your use of the Software and/or the Services, if you engage in any conduct or activities that we reasonably determine violates this Agreement or our rights or the rights of any third party, or is otherwise inappropriate or fraudulent, and, to the maximum extent permitted by law, we shall not be liable to you or any third party for any of the foregoing. If you object to any term or condition of this Agreement or any subsequent modifications thereto, or become dissatisfied with the Software in any way, your only recourse is to immediately discontinue use of the Software and Services. Unless otherwise stated in the Subscription Plan or required under applicable law, termination shall not give rise to any refund.

14.5 Suspension. We reserve the right to temporarily suspend Customer's access to the Service: (a) if Customer is seven (7) days or more overdue on a payment; (b) if we deem such suspension necessary as a result of Customer's breach of the Subscription; (c) if we reasonably determine suspension is necessary to avoid material harm to us, to our other customers, or to the Service; or (d) as required by Law or at the request of governmental entities.

14.6 Upon termination of this Agreement, you shall cease all use of the Software. Upon termination of this Agreement for any reason: (a) the Subscription shall automatically terminate; (b) Customer shall cease all access to, and use of, the Service, and shall permanently erase any copies of the Software, and certify in a signed writing that it has done so; and (c) Customer shall pay any outstanding Subscription Fees and other charges that accrued as of termination (even if termination takes effective prior to the end of a

billing cycle), which shall become immediately due and payable, and, if necessary we shall issue a final invoice therefor. This Section and Sections regarding Intellectual Property Rights, Disclaimers, Indemnity, Governing Law and Disputes and Waiver and Remedies shall survive termination of this Agreement, as shall any clause which by its nature is expected to survive.

15. Assignment

This Agreement may not be assigned by Customer, in whole or in part, without our prior express written consent. We may assign this Agreement, in whole or in part, without restriction or obligation. Furthermore, any of our obligations hereunder may be performed (in whole or in part), and any of our rights (including invoice and payment rights) or remedy may be exercised (in whole or in part), by an affiliate of ours. Any prohibited assignment will be null and void. Subject to the provisions of this Section (*Assignment*), this Agreement will bind and inure to the benefit of each party and its respective successors and assigns.

16. Governing Law and Disputes

Notwithstanding anything to the contrary and to the fullest extent permissible by law, this Agreement shall be governed by and construed in accordance with the laws of the United States without regard to its conflict of laws rules. You agree to submit to the personal and exclusive jurisdiction of the courts located in New York, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. Notwithstanding the foregoing, we may seek injunctive relief in any court worldwide of competent jurisdiction.

EXCEPT TO SEEK EQUITABLE RELIEF, PAYMENT OF FEES, OR TO OTHERWISE PROTECT OR ENFORCE A PARTY'S INTELLECTUAL PROPERTY RIGHTS OR CONFIDENTIALITY OBLIGATIONS, NO ACTION, REGARDLESS OF FORM, UNDER THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE (1) YEAR AFTER THE DATE ON WHICH THE CORRESPONDING LIABILITY AROSE. Any claims or damages that Customer may have against us shall not be enforceable against any other entity or our members, officers, directors, representatives, employees, or agents.

17. General

17.1 This Agreement, and any other legal notices published by us in connection with the Software/Service, shall constitute the entire agreement between you and us concerning the Software/Service. In the event of a conflict between this Agreement and any of the foregoing, the terms of this Agreement shall prevail. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall

not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

17.2 This Agreement may only be modified or supplemented by a written instrument referencing this Agreement, which is duly signed by each party.

18. Waiver and Remedies

No failure or delay on the part of either party in exercising any right or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right or remedy preclude any other or further exercise thereof, or the exercise of any other right or remedy. Any waiver granted hereunder must be in writing, duly signed by the waiving party, and will be valid only in the specific instance in which given. Except as may be expressly provided otherwise in this Agreement, no right or remedy conferred upon or reserved by either party under this Agreement is intended to be, or will be deemed, exclusive of any other right or remedy under this Agreement, at law, or in equity, but will be cumulative of such other rights and remedies.

19. Relationship

The relationship of the parties is solely that of independent contractors, neither party nor its employees are the servants, agents, or employees of the other, and no exclusivities arise out of this Agreement. Nothing in this Agreement shall be construed to create a relationship of employer and employee, principal and agent, joint venture, franchise, fiduciary, partnership, association, or otherwise between the parties. Neither party has any authority to enter into agreements of any kind on behalf of the other party and neither party will create or attempt to create any obligation, express or implied, on behalf of the other party.

20. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, then: (a) the remaining provisions of this Agreement shall remain in full force and effect; and (b) the parties agree that the court making such determination shall have the power to limit the provision, to delete specific words or phrases, or to replace the provision with a provision that is legal, valid and enforceable and that most closely approximates the original legal intent and economic impact of such provision, and this Agreement shall be enforceable as so modified in respect of such

jurisdiction. In the event such court does not exercise the power granted to it as aforesaid, then such provision will be ineffective solely as to such jurisdiction, and will be substituted (in respect of such jurisdiction) with a valid, legal and enforceable provision that most closely approximates the original legal intent and economic impact of such provision.

21. Customer Resources

Except for the Service, Customer shall be solely responsible: (a) for providing all hardware, software, systems, assets, facilities, and ancillary goods and services needed for Customer to access and use the Service; and (b) for ensuring their compatibility with the Service.

Privacy Policy

Updated: Tuesday, June 18, 2024

We at Noble Patriarch (together with our affiliates, “we”, “our” or “us”) respect your privacy and are strongly committed to keeping secure any information we obtain from you or about you. This Privacy Policy describes our practices with respect to Personal Information we collect from or about you when you use our website, applications, and services (collectively, “Services”).

1. Personal information we collect

We collect personal information relating to you (“Personal Information”) as follows:

Personal Information You Provide: We collect Personal Information if you create an account to use our Services or communicate with us as follows:

Account Information: When you create an account with us, we will collect information associated with your account, including your name, contact information, account credentials, payment card information, and transaction history, (collectively, “Account Information”).

User Content: When you use our Services, we collect Personal Information that is included in the input, file uploads, or feedback that you provide to our Services (“Content”).

Communication Information: If you communicate with us, we collect your name, contact information, and the contents of any messages you send (“Communication Information”).

Social Media Information: We have pages on social media sites like Instagram, Facebook, Medium, Twitter, YouTube and LinkedIn. When you interact with our social media pages, we will collect Personal Information that you elect to provide to us, such as your contact details (collectively, “Social Information”). In addition, the companies that host our social media pages may provide us with aggregate information and analytics about our social media activity.

Other Information You Provide: We collect other information that you may provide to us, such as when you participate in our events or surveys or provide us with information to establish your identity (collectively, “Other Information You Provide.”)

Personal Information We Receive Automatically from Your Use of the Services: When you visit, use, or interact with the Services, we receive the following information about your visit, use, or interactions (“Technical Information”):

Log Data: Information that your browser or device automatically sends when you use our Services. Log data includes your Internet Protocol address, browser type and settings, the date and time of your request, and how you interact with our Services.

Usage Data: We may automatically collect information about your use of the Services, such as the types of content that you view or engage with, the features you use and the actions you take, as well as your time zone, country, the dates and times of access, user agent and version, type of computer or mobile device, and your computer connection.

Device Information: Includes name of the device, operating system, device identifiers, and browser you are using. Information collected may depend on the type of device you use and its settings.

Cookies: We use cookies to operate and administer our Services and to improve your experience. A “cookie” is a piece of information sent to your browser by a website you visit. You can set your browser to accept all cookies, to reject all cookies, or to notify you whenever a cookie is offered so that you can decide each time whether to accept it. However, refusing a cookie may in some cases preclude you from using, or negatively affect the display or function of, a website or certain areas or features of a website. For more details on cookies, please visit [All About Cookies](#).

Analytics: We may use a variety of online analytics products that use cookies to help us analyze how users use our Services and enhance your experience when you use the Services.

2. How we use personal information

2.1 We may use Personal Information for the following purposes:

- To provide, administer, maintain and/or analyze the Services;
- To improve our Services and conduct research;
- To communicate with you; including to send you information about our Services and events;
- To develop new programs and services;
- To prevent fraud, criminal activity, or misuses of our Services, and to protect the security of our IT systems, architecture, and networks;
- To carry out business transfers; and
- To comply with legal obligations and legal process and to protect our rights, privacy, safety, or property, and/or that of our affiliates, you, or other third parties.

2.2 **Aggregated or De-Identified Information.** We may aggregate or de-identify Personal Information so that it may no longer be used to identify you and use such information to analyze the effectiveness of our Services, to improve and add features to our Services, to conduct research and for other similar purposes. In addition, from time to time, we may analyze the general behavior and characteristics of users of our Services and share

aggregated information like general user statistics with third parties, publish such aggregated information or make such aggregated information generally available. We may collect aggregated information through the Services, through cookies, and through other means described in this Privacy Policy. We will maintain and use de-identified information in anonymous or de-identified form, and we will not attempt to reidentify the information, unless required by law. As noted above, we may use Content you provide us to improve our Services, for example to train the models that power our services.

3. Disclosure of personal information

In certain circumstances we may provide your Personal Information to third parties without further notice to you, unless required by the law:

Vendors and Service Providers: To assist us in meeting business operations needs and to perform certain services and functions, we may provide Personal Information to vendors and service providers, including providers of hosting services, customer service vendors, cloud services, email communication software, web analytics services, and other information technology providers, among others. Pursuant to our instructions, these parties will access, process, or store Personal Information only in the course of performing their duties to us.

Business Transfers: If we are involved in strategic transactions, reorganization, bankruptcy, receivership, or transition of service to another provider (collectively, a “Transaction”), your Personal Information and other information may be disclosed in the diligence process with counterparties and others assisting with the Transaction and transferred to a successor or affiliate as part of that Transaction along with other assets.

Legal Requirements: We may share your Personal Information, including information about your interaction with our Services, with government authorities, industry peers, or other third parties (i) if required to do so by law or in the good faith belief that such action is necessary to comply with a legal obligation, (ii) to protect and defend our rights or property, (iii) if we determine, in our sole discretion, that there is a violation of our terms, policies, or the law; (iv) to detect or prevent fraud or other illegal activity; (v) to protect the safety, security, and integrity of our products, employees, or users, or the public, or (vi) to protect against legal liability.

Affiliates: We may disclose Personal Information to our affiliates, meaning an entity that controls, is controlled by, or is under common control with us. Our affiliates may use the Personal Information we share in a manner consistent with this Privacy Policy.

Business Account Administrators: When you join our services or open an account, the administrators of that account may access and control your account. In addition, if you create an account using an email address belonging to your employer or another organization, we may share the fact that you have an account and certain account

information, such as your email address, with your employer or organization to, for example, enable you to be added to their business account.

Other Users and Third Parties You Share Information With: Certain features allow you to display or share information with other users or third parties. Be sure you trust any user or third party with whom you share information.

4. Your Rights

Depending on location, individuals may have certain statutory rights in relation to their Personal Information. For example, you may have the right to:

- Access your Personal Information and information relating to how it is processed.
- Delete your Personal Information from our records.
- Rectify or update your Personal Information.
- Transfer your Personal Information to a third party (right to data portability).
- Restrict how we process your Personal Information.
- Withdraw your consent - where we rely on consent as the legal basis for processing at any time.
- Object to how we process your Personal Information.

You can exercise some of these rights by contacting us through our contact page.

5. Additional disclosures

5.1 The following provides additional information about the categories of Personal Information we collect and how we disclose that information.

- a) Identifiers, such as your name, contact details, IP address, and other device identifiers. We may disclose this information to our affiliates, vendors and service providers to process in accordance with our instructions; to law enforcement and other third parties for the legal reasons described above; to parties involved in Transactions (Business Transfers: I.e. if we are involved in strategic transactions, reorganization, bankruptcy, receivership, or transition of service to another provider (collectively, a “Transaction”), where your Personal Information and other information may be disclosed in the diligence process with counterparties and others assisting with the Transaction and transferred to a successor or affiliate as part of that Transaction along with other assets; to corporate administrators of enterprise or team accounts; and to other users and third parties you choose to share it with.
- b) Commercial Information, such as your transaction history. We may disclose this information to our affiliates, vendors and service providers to process in accordance with our instructions; to law enforcement and other third parties for

- the legal reasons described above; to parties involved in Transactions; and to corporate administrators of enterprise or team accounts.
- c) Network Activity Information, such as Content and how you interact with our Services. We may disclose this information to our affiliates, vendors and service providers to process in accordance with our instructions; to law enforcement and other third parties for the legal reasons described above; to parties involved in Transactions; and to other users and third parties you choose to share it with.
 - d) Geolocation Data. We may disclose this information to our affiliates, vendors and service providers to process in accordance with our instructions; to law enforcement and other third parties for the legal reasons described above; and to parties involved in Transactions.
 - e) Your account login credentials and payment card information (Sensitive Personal Information.) We disclose this information to our affiliates, vendors and service providers, law enforcement, and parties involved in Transactions.

5.2 To the extent provided for by local law and subject to applicable exceptions, individuals may have the following privacy rights in relation to their Personal Information:

The right to know information about our processing of your Personal Information, including the specific pieces of Personal Information that we have collected from you;

The right to request deletion of your Personal Information;

The right to correct your Personal Information; and

The right to be free from discrimination relating to the exercise of any of your privacy rights.

We don't "sell" Personal Information or "share" Personal Information for cross-contextual behavioral advertising (as those terms are defined under applicable local law). We also don't process sensitive Personal Information for the purposes of inferring characteristics about a consumer.

5.3 Exercising Your Rights. To the extent applicable under local law, you can exercise privacy rights described in this section by submitting a request to us through our Contact page.

5.4 Verification. In order to protect your Personal Information from unauthorized access, change, or deletion, we may require you to verify your credentials before you can submit a request to know, correct, or delete Personal Information. If you do not have an account with us, or if we suspect fraudulent or malicious activity, we may ask you to provide additional Personal Information and proof of residency for verification. If we cannot verify your identity, we will not be able to honor your request.

5.5 Authorized Agents. You may also submit a rights request through an authorized agent. If you do so, the agent must present signed written permission to act on your behalf and you may also be required to independently verify your identity and submit proof of your residency with us. Authorized agent requests can be submitted to us through our contact page.

5.6 Appeals. Depending on where you live, you may have the right to appeal a decision we make relating to requests to exercise your rights under applicable local law. To appeal a decision, please send your request to us through our contact page.

6. Children

Our Service is not directed to children under the age of 13. We do not knowingly collect Personal Information from children under the age of 13. If you have reason to believe that a child under the age of 13 has provided Personal Information to us through the Service, please email us at through our contact info. We will investigate any notification and if appropriate, delete the Personal Information from our systems. If you are 13 or older, but under 18, you must have permission from your parent or guardian to use our Services.

7. Links to other websites

The Service may contain links to other websites not operated or controlled by us, including social media services (“Third Party Sites”). The information that you share with Third Party Sites will be governed by the specific privacy policies and terms of service of the Third Party Sites and not by this Privacy Policy. By providing these links we do not imply that we endorse or have reviewed these sites. Please contact the Third Party Sites directly for information on their privacy practices and policies.

8. Security and Retention

8.1 We implement commercially reasonable technical, administrative, and organizational measures to protect Personal Information both online and offline from loss, misuse, and unauthorized access, disclosure, alteration, or destruction. However, no Internet or email transmission is ever fully secure or error free. In particular, email sent to or from us may not be secure. Therefore, you should take special care in deciding what information you send to us via the Service or email. In addition, we are not responsible for circumvention of any privacy settings or security measures contained on the Service, or third-party websites.

8.2 We’ll retain your Personal Information for only as long as we need in order to provide our Service to you, or for other legitimate business purposes such as resolving disputes, safety and security reasons, or complying with our legal obligations. How long we retain Personal Information will depend on a number of factors, such as the amount, nature, and sensitivity of the information, the potential risk of harm from unauthorized use or disclosure, our purpose for processing the information, and any legal requirements.

9. International Users

By using our Service, you understand and acknowledge that your Personal Information will be processed and stored in our facilities and servers in the United States and may be disclosed to our service providers and affiliates in other jurisdictions.

10. Legal Basis for Processing

10.1 Our legal bases for processing your Personal Information include:

- a) Performance of a contract with you when we provide and maintain our Services. When we process Account Information, Content, and Technical Information solely to provide our Services to you, this information is necessary to be able to provide our Services. If you do not provide this information, we may not be able to provide our Services to you.
- b) Our legitimate interests in protecting our Services from abuse, fraud, or security risks, or in developing, improving, or promoting our Services, including when we train our models. This may include the processing of Account Information, Content, Social Information, and Technical Information.
- c) Your consent when we ask for your consent to process your Personal Information for a specific purpose that we communicate to you. You have the right to withdraw your consent at any time.
- d) Compliance with our legal obligations when we use your Personal Information to comply with applicable law or when we protect our or our affiliates', users', or third parties' rights, safety, and property.

10.2 Data Transfers. Where required, we will use appropriate safeguards for transferring Personal Information outside of certain countries. We will only transfer Personal Information pursuant to a legally valid transfer mechanism.

11. Changes to the privacy policy

We may update this Privacy Policy from time to time. When we do, we will post an updated version on this page, unless another type of notice is required by applicable law.

12. How to contact us

Please contact us through our contact page if you have any questions or concerns not already addressed in this Privacy Policy.