

# NEWFOLD TERMS OF USE

**Last Updated: January 21, 2025**

These Terms of Use (“Terms”) and our Privacy Policy govern your access to and use of the websites and services operated by Newfold Digital, Inc. and its affiliate companies (collectively “Newfold,” “we,” “us,” or “our”), including any Newfold websites on which this Agreement is posted (collectively referred to in this Agreement as the “Site”). These Terms apply to your access to and use of the Site regardless of whether you are a “Visitor” (which means that you simply browse the Site), or a “Customer” (which means that you have enrolled or registered with the Site or are an existing Customer and are using the Site for product or service support). If, however, you are a Customer, there may be additional and/or different terms that apply to you. Please review those additional terms for more information.

These Terms are a legally binding agreement between and us and contains important information about the Site and your use of the Site, including, but not limited to:

- A disclosure about the recording of your interactions with the Site (Section 7);
- A limitation of warranties (Section 10);
- A limitation of liability (Section 11);
- Indemnity obligations (Section 12);
- Choice of law (Section 15);
- Dispute Resolution (Section 16);
- Class-Action Waiver (Section 17); and
- Time limit to bring claims (Section 18).

**PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SITE TO BE SURE YOU UNDERSTAND AND AGREE TO THEM COMPLETELY. CONTINUED USE OF THE SITE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY AND ADHERE TO THESE TERMS. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS OR OUR PRIVACY POLICY, DO NOT USE OR ACCESS THE SITE.**

**IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT ACCESS OR USE THE SITE.**

For the avoidance of doubt, these Terms expressly apply to: (a) your access to and use of the Site and (b) your access to and use of calculators, research tools, text, pictures, graphics, logos, button items, icons, images, works of authorship and other information and all revisions, modifications, and enhancements thereto contained in the Site.

You may not accept these Terms if you are not of a legal age to form a binding contract with us. If you accept these Terms, you represent that you have the capacity to be bound by it or

if you are acting on behalf of a company or entity that you have the authority to bind. Before you continue, you should print or save a local copy of these Terms for your records.

## **1. OWNERSHIP OF THE SITE**

The Site is protected by United States and international copyright, trademark, and other intellectual property laws. Our websites may offer featured articles, pictures, information, images, surveys, contests and sweepstakes, advertising, logos, trademarks, audio, video, text, data, music, sound, graphics, photographs, videos, software, and other content and materials on the Site (collectively referred to hereinafter as “Content,” but excluding specifically User Content as defined below) we hope will be of interest to our visitors. The Content may not be copied, reproduced, published, republished, uploaded, posted, displayed, transmitted, modified, used to prepare derivative works, distributed, or redistributed in any way in any medium whatsoever now known or later invented, except that you may download one copy of the Content on any single computer for your personal, noncommercial home use only, provided you retain all trademark, copyright and other proprietary notices displayed on, embedded in, or otherwise appearing in any Content. Any attempt to modify the Content or to use the Content for any other purpose constitutes a violation of our copyright and other proprietary rights, and may subject you to injunctive relief, statutory damages, and other penalties. The use of any such material on any other website or networked computer environment is prohibited without the express written permission of us. We make no representations or warranties that the Content is available, appropriate, or legal to access. Except for User Content (as hereinafter defined), all Content posted on or otherwise available via the Site is owned by us or used by us with authorization. Please feel free to browse the Site, but you must respect the rules and restrictions set forth in these Terms and our intellectual property rights as set forth in the Terms. No right, title or interest in or to the Site or any Content is transferred to you, and all rights not expressly granted in the Terms are reserved by us. Please note that downloading software, information, data, images, or other Content from the Site does not give you title or other rights to such Content.

## **2. RESTRICTIONS ON THE USE OF THE SITE**

As a condition of using the Site, you agree that you will not:

- (a) Without the prior written consent of us, modify, distribute, transmit, display, perform, reproduce, publish, license, create derivative works of, transfer, or sell any Content;
- (b) Remove, obscure, or otherwise modify any copyright, trademark, confidentiality, or other proprietary rights notices displayed on, embedded in, or otherwise appearing in any Content;

- (c) Submit, display, or transmit any User Content (as hereinafter defined) that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party, or User Content that you do not own or have the necessary and appropriate rights to make available under any law or under contractual or fiduciary relationships;
- (d) Submit, display, or transmit any User Content that exceeds our capacity limits;
- (e) Submit, display, or transmit any spam, duplicative messages, unauthorized promotions or advertisements, surveys, contests, chain letters, or pyramid schemes;
- (f) Forge headers, create a false identity, or otherwise manipulate identifiers in order to deceive others or disguise the origin of any User Content transmitted to or via the Site;
- (g) Use the Site to threaten, defame, abuse, assault, stalk, harass, or otherwise violate the rights of any other person or entity, including, without limitation, rights of privacy or publicity;
- (h) Publish, post, display, offer, or disseminate any profane, obscene, indecent, unlawful, terroristic, violent, or hateful User Content;
- (i) Collect, store, publish, post, sell, transmit, or disclose personal data about other users of the Site;
- (j) Use the Site in any way that violates any applicable law or regulation; or
- (k) Monitor or copy Content other than as expressly authorized under the Terms.

### **3. SITE SECURITY USE RESTRICTIONS**

We take the security of the Site seriously. As part of our Site security, you are prohibited from taking and may not engage in any of the actions listed below:

- (a) Using any robot, “bot,” spider, crawler, engine, device, software, tool, routine, or any other automatic device or manual process of any kind on the Site for any purpose whatsoever without our written permission;
- (b) Engaging in any activity that interferes with the proper working of or access to the Site or to any host or network;
- (c) Attempting to access data or information not intended for you or log onto a server or account that you are not authorized to access;
- (d) Accessing or attempting to access any system or servers on which the Site is hosted or modify or altering the Site in any way;
- (e) Uploading or otherwise transmitting files that contain viruses, worms, Trojan horses, malicious code, spyware, adware, sniffers, corrupted files, or similar software or programs;

(f) Restricting or preventing any other user from using the Site and/or any products, services, or Content posted on or offered through the Site;

(g) Posting or uploading User Content (as defined in Section 6 below) that disrupts the normal flow of dialogue with an excessive amount of User Content (flooding attack) to the Site, or that otherwise negatively affects other users' ability to use the Site;

(h) Linking to, framing, or otherwise reproducing the Site or any other of our Sites without the prior written consent of us; or

(i) Using the Site in any way that violates any applicable law or regulation.

We reserve the right to investigate any violations of these Terms or conduct that affects the Site or its system, network, or security. We may also consult and cooperate with law enforcement authorities in investigating such violations, and to prosecute violators to the fullest extent the law.

#### **4. PROCEDURES FOR MAKING COPYRIGHT INFRINGEMENT CLAIMS**

It is our policy to respond appropriately to notices of alleged infringement that comply with the Digital Millennium Copyright Act ("DMCA"), including by removing or disabling access to material claimed to be the subject of infringing activity. If you are a copyright owner, or are authorized to act on behalf of a copyright owner, please notify us immediately to report alleged copyright infringement taking place on the Site at: [link to abuse portal](#), or by mail at Newfold Digital, Inc., Legal Department, 5335 Gate Parkway, Jacksonville, Florida 32256. For more information on how to report an alleged copyright infringement, please click [here](#).

#### **5. TRADEMARKS AND PROPRIETARY RIGHTS NOTICES**

All trademarks, logos, trade names, or service marks (collectively, the "Marks") mentioned, used, or displayed on the Site are either owned by us or otherwise are authorized for our use. You may not display or reproduce the Marks other than with the prior written consent of us. You may not remove, obscure, or otherwise modify any copyright, trademark, confidentiality, or other proprietary rights notices displayed on, embedded in, or otherwise appearing in any Content offered by, viewed on, or received through the Site or any other of our Sites. We may seek appropriate legal action in a court of competent jurisdiction to enforce these and other intellectual property rights, subject to the exception(s) otherwise set forth in these Terms.

#### **6. USER CONTENT**

Some of our Sites allow users to post, submit, or display information, messages, suggestions, questions, comments, postings, advertisements, ratings, ideas, techniques, notes, know-how, drawings, concepts, designs, audiovisual material, photographs, and

pictures (including pictures of the user and other representations of the user's name and likeness), digital images or other content in any form (collectively "User Content"). By posting User Content on the Site or any other of our Sites, you hereby grant to us an unrestricted, transferable, sublicensable, irrevocable, royalty-free, worldwide, and perpetual license to reproduce, distribute, publicly display, make derivative works of, and otherwise use the User Content in any media or manner whatsoever now known or later invented throughout the world for any purpose whatsoever, commercial or not, without any approval from you. You hereby disclaim any right to any compensation from us in connection with our exercise of our license rights in and to the User Content you have posted on any of our Sites. You acknowledge and agree that we are under no obligation of confidence to you, and shall not be liable for any use or disclosure of any User Content subject to the terms of the [Privacy Policy](#). By posting the User Content on any Site, you represent and warrant that you own the copyright in such User Content or that you have a legitimate license to post the User Content, including photographs or other audiovisual material, without any restrictions whatsoever.

We have no obligation to monitor the Site or any portion thereof. However, we reserve the right to review any User Content and remove, delete, redact, or otherwise modify such User Content, in our sole discretion, at any time and from time to time, without notice or further obligation or any compensation to you. We have no obligation to display or post any User Content. We reserve the right to disclose, at any time and from time to time, any information or User Content that we deem necessary or appropriate to satisfy any applicable law, regulation, contractual obligation, legal, dispute process, or governmental request. We shall have no liability in connection with any User Content submitted to, transmitted via, or displayed or posted on the Site.

## **7. INTERACTIVE SERVICES (CHATBOTS, MANAGED CHAT, ETC.) CONSENT AND DISCLAIMERS**

This Site provides various interactive services, including, but not limited to, chatbots, managed chat functionality, and session replay tools (collectively the "Interactive Services"). The Interactive Services are provided as a convenience. We make no warranty that these Interactive Services will be available at any particular time or be free of fault or error. The Interactive Services may be provided by a third party and are described in more detail in our [Privacy Policy](#).

**By accessing or using the Site and/or the Interactive Services, you acknowledge and agree that we or a third party may record and retain a transcript of all communications with you via these Interactive Services, and/or may record or recreate your activity while**

**using the Site in order to provide the tool and services, enhance your Site experience, and for quality and verification purposes.**

You further agree that you will not use the Interactive Services to send any abusive, defamatory, dishonest, or obscene message, and doing so may result in termination of the Interactive Service session. Any personal information shared with us or otherwise collected when you use or interact with the Site and/or the Interactive Services shall be subject to the applicable privacy-related policies and notices described above and in our [Privacy Policy](#). For all customer inquiries relating to these services, please contact us by visiting our Contact Us page.

## **8. LINKS AND THIRD-PARTY SITES**

The Site may contain links to and from third-party sites, including, but not limited to, websites operated by advertisers, vendors, and/or promotional or business partners. Websites and e-commerce opportunities operated by third parties are subject to terms and conditions set by those parties, so you should check each third-party site to be sure you understand the terms, conditions, policies, and requirements of that third-party website. We do not endorse, and the inclusion of any link on the Site does not imply an endorsement of, any individual vendor, advertiser, or other third party or any of their products or services, and we have not taken any steps to confirm the accuracy or reliability of any of the information provided by any third party. We have no control over: (a) the quality, safety, or legality of any item advertised or listed by any third party, including vendors, advertisers, or other business partners; or (b) the content of, or any products or services offered by, websites operated by third parties. We do not guarantee that you will be satisfied with products or services purchased from vendors, advertisers, or other third parties that link to or from any of our Sites. You acknowledge and agree that we have not reviewed all of the third-party websites linked to or from the Site, does not endorse such third-party websites, is not responsible for such third-party websites, and under no circumstances shall we be liable for the contents, products or services of any off-site pages or of any third-party websites linked to or from the Site. Your linking to any other off-Site pages or other third-party websites is at your own risk. Vendors and advertisers are solely responsible for the accuracy of the information they provide, for warranties and guarantees on goods or services sold, for delivery schedules, and for return policies.

## **9. PRIVACY**

It is our policy to respect the privacy of visitors at our Site. Visit [Privacy Center | Newfold Digital](#) to review our Privacy Policy. Your use of the Site is subject to both the Privacy Policy and these Terms.

## **10. LIMITATION OF WARRANTIES**

WE PROVIDE THE SITE AND THE CONTENT, INFORMATION, PRODUCTS, AND SERVICES PROVIDED ON OR SUPPORTED THROUGH THE SITE “AS IS” AND “AS AVAILABLE,” WITHOUT ANY WARRANTY OF ANY KIND, EXPRESSED, IMPLIED, OR STATUTORY. WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, UNLESS OTHERWISE EXPRESSLY STATED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Some states may not allow the exclusion of implied warranties, so check local laws.

WE DO NOT WARRANT THAT THE CONTENT OR SERVICES AT THE SITE OR FUNCTIONS CONTAINED IN THE MATERIALS AT THE SITE WILL BE AVAILABLE, UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, THAT ALL PRODUCTS OR SERVICES LISTED, SOLD, OR ADVERTISED ARE AVAILABLE, OR THAT ALL TRANSACTIONS WILL BE COMPLETED. NEITHER WE NOR ANY OF OUR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSORS, OR LICENSEES WARRANT OR MAKE ANY REPRESENTATIONS THAT THE CONTENT, MATERIALS, OR INFORMATION CONTAINED AT THE SITE ARE CORRECT, ACCURATE, COMPLETE, UP TO DATE, AND/OR RELIABLE.

## **11. LIMITATION OF LIABILITY**

IN NO EVENT SHALL WE, OR OUR AFFILIATES, PARENTS, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSORS OR LICENSEES, OR ANYONE WHO HELPED DEVELOP, CREATE, PRODUCE, DISPLAY, TRANSMIT, OR DELIVER THE CONTENT, MATERIAL, AND INFORMATION USED IN THE SITE BE LIABLE FOR LOST PROFITS OR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, TREBLE, ENHANCED, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, USE OF THE SITE, LINKS TO OR FROM THE SITE, INFORMATION POSTED ON THE SITE, OUR SERVICES, ANY PRODUCTS OR SERVICES YOU PURCHASE, OR THESE TERMS, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, TO THE MAXIMUM EXTENT PERMITTED BY LAW. IN NO EVENT SHALL OUR LIABILITY TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCES FOR ANY AND ALL LOSSES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE SITE.

Some states do not allow the limitation of liability, so check local laws.

## **12. INDEMNITY AND HOLD HARMLESS**

WE ARE NOT RESPONSIBLE FOR THE ACCURACY, QUALITY, SAFETY, LEGALITY, INTELLECTUAL PROPERTY COMPLIANCE, PRIVACY POLICY, OR CONTENT OF ANY INFORMATION, PRODUCT, OR SERVICE OFFERED BY THIRD-PARTY USERS, VENDORS, ADVERTISERS, PROMOTIONAL OR BUSINESS PARTNERS, OR ANY THIRD-PARTY SITES, AND YOU IRREVOCABLY WAIVE ANY CLAIM AGAINST US AND OUR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSORS, AND LICENSEES WITH RESPECT TO THE SAME. WE DO NOT GUARANTEE SUCH ACCURACY AND MAKE NO REPRESENTATIONS REGARDING THE USE OR RESULTS OF USE OF ANY CONTENT ON THE SITE IN TERMS OF ITS ACCURACY, RELIABILITY, OR ANY OTHER MATTER. YOU ASSUME THE RISK OF THEIR USE AND THE ENTIRE COST OF ALL NECESSARY LOSS, SERVICING, REPAIR, OR CORRECTION AS A RESULT OF THEIR USE.

You also agree to indemnify, defend, and hold us and our affiliates, officers, directors, employees, representatives, agents, licensors, and licensees harmless from any loss, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Site, your breach of these Terms or the documents that it incorporates by reference, or your violation of any law or the rights of any third party in connection with your use of the Site.

### **13. TERMINATION OF SERVICES**

We may eliminate or terminate any Content or product/service posted on or made available through any of our Sites without notice to you at any time in our sole discretion. Without limiting any other remedy, we reserve the right, in its sole discretion, to immediately issue a warning or to immediately, temporarily, or permanently suspend or terminate your participation in the Site or any area of the Site, and to refuse to provide our services to you if: (a) you breach these Terms or any of the rules or eligibility requirements of the Site or the services offered at the Site; (b) we are unable to verify or authenticate any billing information you provide to us; or (c) we believe that your actions may cause damage, harm, or legal liability to you or to any vendor, business, or promotional partner, advertiser, other user, the public, or us.

### **14. NOTICES TO YOU**

All notices from us to you will be sent to the email or physical address you provide to us. Notice shall be deemed given twenty-four (24) hours after the email is sent, unless we are notified that the email address is invalid. We reserve the right to send you notice by mail via U.S. mail, overnight carrier (with tracking), postage prepaid, to the address you provided to us during any ordering or registration process. In such event, notice shall be deemed given three (3) days after the date of mailing.



## **15. GOVERNING LAW**

You hereby agree that these Terms (and any claim or dispute arising out of or in connection with these Terms, or your access to or use of the Site) is governed by and shall be construed in accordance with the laws of the State of Florida, United States, without regard to its principles of conflicts of law, and you consent to the exclusive jurisdiction of the federal and state courts located in Duval County, Florida, United States, and waive any jurisdictional, venue, or inconvenient forum objections thereto.

## **16. DISPUTE RESOLUTION**

Prior to commencing, joining, or being joined (as either an individual litigant or the member of a class) to any judicial action that asserts a claim arising from, relating to, or in connection with these Terms or your access to and/or use of the Site, you agree to provide, in writing to the address listed below, notice of the claim. You further agree to include with that notice, your name, a way in which Newfold can contact you (i.e., address, telephone number, email address, etc.), a description of your claim, and any documentation in your possession supporting your claim. You expressly acknowledge that compliance with this provision requires you to submit your claim and supporting documentation individually, and not as a group of individuals.

You also agree to provide Newfold no fewer than thirty (30) days from the date you submit your claim to resolve it, whether by taking corrective action or compensating you for your alleged damages.

Address to Send Your Claim: via email to [legal@newfold.com](mailto:legal@newfold.com) or mail at Newfold Digital, Inc., 5335 Gate Parkway, Jacksonville, FL 32256.

**YOU AGREE THAT PROVIDING NOTICE OF YOUR CLAIM TO NEWFOLD AND ALLOWING NEWFOLD AT LEAST THIRTY (30) DAYS TO ATTEMPT TO RESOLVE YOUR CLAIM IS A CONDITION PRECEDENT TO YOUR COMMENCING, JOINING, OR BEING JOINED TO ANY JUDICIAL ACTION AGAINST NEWFOLD, AS EXPLAINED ABOVE.**

## **17. CLASS ACTION WAIVER.**

**IF, AFTER HAVING PROVIDED NEWFOLD NOTICE OF YOUR CLAIM AND AT LEAST THIRTY (30) DAYS TO RESOLVE IT, YOU AND NEWFOLD HAVE STILL NOT REACHED A RESOLUTION AND IF YOUR CLAIM EXCEEDS \$1,000, YOU AGREE TO WAIVE YOUR RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION OR OTHER REPRESENTATIVE PROCEEDING WITH RESPECT TO YOUR CLAIM.**

## **18. TIME LIMIT TO BRING YOUR CLAIM**

**EXCEPT WHERE PROHIBITED BY LAW, YOU ARE NOT ALLOWED TO BRING ANY CLAIM AGAINST US (OR ANY OTHER THIRD-PARTY BENEFICIARY) MORE THAN ONE YEAR AFTER THE CLAIM ARISES. THIS DEADLINE WILL BE EXTENDED BY 30 DAYS IF YOU PROVIDE US WRITTEN NOTICE OF YOUR CLAIM, IN COMPLIANCE WITH SECTION 18 ABOVE, WITHIN ONE YEAR OF THE DATE YOUR CLAIM ARISES. IF, HOWEVER, YOU FAIL TO COMPLY WITH SECTION 18 WITHIN ONE YEAR AFTER YOUR CLAIM ARISES, YOU AGREE THAT YOUR CLAIM IS BARRED BY THIS PROVISION.**

## **19. MODIFICATIONS TO THESE TERMS**

We reserve the right, in its sole discretion, to change, modify, add, or remove portions of these Terms at any time, so please check the Site or any other of our Sites you use periodically for changes. Changes to these Terms shall be effective upon posting. Continued use of the Site following the effective date of any changes to these Terms constitutes your acceptance of those changes. Each time you order, access or use any of the Sites, you signify your acceptance and agreement, without limitation or qualification, to be bound by the then current Terms.

## **20. GENERAL PROVISIONS**

(a) Severability. If any provision of these Terms is held to be invalid or unenforceable, it shall be stricken without affecting the validity of the remaining portions of these Terms, subject to any limitations set forth herein. Headings are for convenience only, and are not intended to in any way confine, limit, construe, or describe the scope or extent of such section.

(b) No Waiver. No waiver by us of any breach of these Terms by you shall constitute a waiver of this or any other provision of these Terms or alter or limit our right to act with respect to subsequent or similar breaches.

(c) Entire Agreement. These Terms and the materials incorporated by reference herein, including the Privacy Policy, form the entire understanding and agreement between you and us with respect to your use of the site, and may be modified only in accordance with the procedures specified herein.

(d) No Agency. You acknowledge and agree that we, in providing the Site, is not acting for or on behalf of either you or any vendor, business or promotional partner, or advertiser. You and our vendors, business or promotional partners, and advertisers are independent contractors. No agency, fiduciary, partnership, joint venture, employer/employee, or franchiser/franchisee relationship is intended or created by these Terms between us and either you or any vendor, business or promotional partner, or advertiser at the site.