

****Terms and Conditions for (1) internal AI chatbot for customer inquiries and (2) AI tool to assist customers with business insight reporting, collectively, the (“AI Tools”)**

These Terms and Conditions ("Terms") govern your use of Club Caddie Holdings Inc. (“Club Caddie”) AI Tools powered by Club Caddie, Open AI, Azure and Microsoft.

By using the AI Tools, you acknowledge that (1) you have authority to use these feature in your role as personnel as a customer with a Club Caddie (“Services Agreement”); and (2) your use of these features shall be subject to the terms of the Services Agreement and these Terms. YOU FURTHER ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS WHICH CONTAIN IMPORTANT INFORMATION ABOUT LIMITATIONS OF LIABILITY, RESOLUTION OF DISPUTES THROUGH ARBITRATION, AND CLASS ACTION WAIVERS.

If you do not agree to these Terms, please refrain from using the AI Tools.

Last Updated date: November 26, 2024

****1. Use of the AI Tools****

1.1. The AI Tools are provided solely for the purpose of providing information and assistance related to the use and configuration of websites built and provided by Club Caddie (the “Services”). You may only use the AI Tools for this purpose and for no other purpose and strictly in accordance with these Terms.

1.2. You are solely responsible for the inputs you provide in the AI Tools (including, without limitation, any information you provide and the questions you ask in the AI Tools). By providing any inputs in the AI Tools, you give Club Caddie, its affiliates and service providers the right to use such input to provide the AI Tools, to comply with law, and to enforce policies of Club Caddie, its affiliates or service providers, including these Terms. You further represent and warrant that you have all necessary rights and permissions to share and input such information into the AI Tools for Club Caddie, its affiliates and service providers to use for such purposes.

****2. Prohibited Uses of the AI Tools; Ownership****

2.1. You are prohibited from and may not at any time share or input any confidential, proprietary, or sensitive information in the AI Tools. You understand and agree that we cannot guarantee the confidentiality of any information shared in the AI Tools. You may not at any time share or input any sensitive personal information (as regulated by US federal, state and local data privacy, data protection and data security laws, rules and regulations), including, without limitation, any protected health information (as defined by the Health Information Portability and Accountability Act), and non-public personal information (as defined in the Gramm-Leach-Bliley Act), any consumer health information (as defined in Washington state’s My Health My Data Act), information that could be used to access an email or other account (whether or not in combination with account user name), social security number, payment card information, biometric data or identifiers, race, ethnicity, sexual orientation, religious or philosophical beliefs, or any other information considered sensitive or could lead to a substantial risk of harm to the individual if improperly disclosed. You, not Club Caddie, shall be solely responsible for any liability arising from your breach of this Section. Any personal information provided via the AI Tools shall be treated in accordance with Section 8 below.

2.2. Without limiting the generality of Section 1.1 above, you are prohibited from and may not use the AI Tools for any of the following purposes: (i) illegal activity; (ii) abusive or exploitive purposes; (iii)

generation of harmful, harassing, or violent content; (iv) generation of malware; (v) activities that have a high risk of physical harm or economic harm; (vi) fraudulent or deceptive activity; (vii) activities that violate people's privacy or other rights; or (viii) to provide professional advice to others.

2.3. You understand and agree that as between you and us, we and our licensors are the sole and exclusive owner of the AI Tools software, and you are prohibited from creating derivative works, reproducing, modifying, adapting or distributing the AI Tools software, whether in whole or any part thereof, without the express written consent of Club Caddie. You understand and agree that as between you and us all outputs of the AI Tools are exclusively owned by Club Caddie and you shall not create derivative works, reproduce, modify, adapt or distribute such outputs, in each case, whether in whole or any part thereof, without the express written consent of Club Caddie.

2.4. You understand and agree that the AI Tools software and AI Tools outputs are the confidential information of Club Caddie and agree to not disclose or permit any third party to access the AI Tools software or disclose any of the AI Tools outputs to anyone without the prior express written consent of Club Caddie. You agree to only use the AI Tools outputs for purposes of using the Services offered by Club Caddie and in strict accordance with these Terms, including, without limitation, Section 7 below.

****3. No Reliance, Warranty or Liability****

3.1. THE AI TOOLS IS PROVIDED "AS IS" ON AN "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND WHATSOEVER.

3.2. YOU SHOULD USE DISCRETION BEFORE RELYING ON OR USING CONTENT PROVIDED BY THE AI TOOLS. THE AI TOOLS MAY SOMETIMES PROVIDE UNRELIABLE, INACCURATE OR INCOMPLETE CONTENT.

3.2. CLUB CADDIE AND ITS AFFILIATES HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY, OF ANY KIND, INCLUDING, BUT NOT LIMITING TO, ANY WARRANTIES REGARDING THE ACCURACY, RELIABILITY, OR COMPLETENESS OF ANY INFORMATION PROVIDED IN THE AI TOOLS OR THE AVAILABILITY OF THE AI TOOLS.

3.3. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CLUB CADDIE AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM THE USE OF THE AI TOOLS OR RELIANCE ON THE INFORMATION PROVIDED, EVEN IF CLUB CADDIE AND ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

****4. No Professional Advice****

4.1. The AI Tools are not a substitute for professional advice, including but not limited to legal, medical, financial, technical or other professional advice. Do not rely on the AI Tools for legal, financial, technical, medical or other professional advice. Always seek advice from qualified professionals when needed.

****5. Indemnification****

5.1. You agree to indemnify, defend and hold harmless Club Caddie and its affiliates from any and all claims, losses, damages, liabilities, costs, or expenses (including, without limitation, attorneys' fees) arising from your use of the AI Tools or any violation of these Terms.

****6. Binding Arbitration; Class Action Waiver****

6.1. PLEASE READ THE FOLLOWING SECTIONS CAREFULLY. THEY AFFECT YOUR LEGAL RIGHTS. By accepting these Terms, you agree to resolve any dispute with us through binding arbitration and to waive your rights to participate in any class action suit and to a jury trial. This agreement to arbitrate, class action waiver, and jury trial waiver shall survive termination of these Terms or your discontinued use of the AI Tools. ANY DISPUTE ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE AI TOOLS SHALL BE RESOLVED THROUGH BINDING ARBITRATION in accordance with the rules of the American Arbitration Association, by a sole arbitrator, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. YOU AND WE EACH AGREE THAT ANY PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS, REPRESENTATIVE, MASS, OR CONSOLIDATED ACTION.

****7. Confidentiality**

7.1. You agree not to disclose or share any conversations or information obtained through the AI Tools with third parties, and you acknowledge that all such AI Tools conversations, if applicable, are confidential information of Club Caddie. You shall protect such conversations or information from inadvertent or unauthorized disclosure or misuse. You shall only use information from such conversations, if applicable, in connection with your use of the Services and for no other purpose.

****8. Privacy****

8.1. Your use of the AI Tools may be subject to [Jonas Fitness, Inc.'s] privacy policy to the extent you provide the AI Tools with any personal information; your use of the AI Tools is also subject to our privacy policy which can be found here <https://clubcaddie.com/privacy-policy/>.

****9. Changes to this Policy****

9.1. We reserve the right to amend this policy at our discretion and at any time. When we make changes to this policy, we will post the updated notice on this site and update the notice's last updated date. Your continued use of the AI Tools following the posting of changes constitutes your acceptance of such changes.

****10. Governing Law; General****

10. These Terms shall be governed by and construed in accordance with the laws of New York. Any disputes subject to arbitration shall be conducted in New York City, New York.

10.2. If any part of these Terms is determined to be invalid or unenforceable by a court of competent jurisdiction, that term be enforced to the maximum extent permissible, and any such determination shall not affect the enforceability of the remainder of these Terms.

10.3. You may not assign or delegate any of your rights or obligations under these Terms. Any purported assignment or delegation shall be null and void.

10.4. Our failure to take action in the event of your breach of these Terms shall not constitute a waiver of any of our rights to enforce these terms.

****11. Contact Information****

11.1. For any questions or concerns regarding these Terms or the AI Tools, please contact Club Caddie at info@clubcaddie.com or +1 (833) 223-3430.