

**NEW WORLD ANGELS TERMS OF USE
EFFECTIVE AS OF 07/01/20**

NEW WORLD ANGELS TERMS OF USE

Welcome to New World Angels (“NWA”) Terms of Use agreement (“Terms of Use”). For purposes of this agreement, “Site” refers to the website, owned and operated by NWA, which can be accessed at www.newworldangels.com. The terms “we,” “us,” and “our” refer to the Company. “You” refers to you, as a visitor or user of our Site. By accessing and or using our Site, you hereby accept our Terms of Use.

Please review the following terms carefully. By accessing and/or using the Site, whether paid or not, you hereby agree to each of the terms and conditions set forth herein. Company reserves the right to modify the Terms of Use, at any time, without notice. It is your responsibility to check these Terms of Use periodically for changes. Your use of the Site following any modifications signifies your agreement to accept and be bound by the Terms of Use, as modified. If you do not agree to the Terms of Use in their entirety, do not access or use the Site.

a. PRIVACY POLICY

Company respects the privacy of its Service users. Please refer to the Company’s Privacy Policy (found here at www.newworldangels.com/privacypolicy) which explains how we collect, use, and disclose information that pertains to your privacy. When you access or use the Site, you signify your agreement to the Privacy Policy as well as these Terms of Use.

b. USE OF SITE

1. *Content.* All text, graphics, logos, user interfaces, images, photos, trademarks, artwork, designs, computer code and layout that appears on the Site (“Content”) is owned or licensed by or to Company and is protected by intellectual property laws. You may access the Site and the Content only for purposes to learn about Company, its products and services or for a specific purpose related to the Company. Company transfers no right, title or interest in the Content to you, whether as a result of your downloading or printing content or otherwise. You may not use, alter, copy, republish, transmit, or otherwise distribute, in any way (including “mirroring”) any portion of the Site or its Content, or create another work based on our Content or the Site, without NWA’s prior written consent. Your unauthorized use of the Content and Site is strictly prohibited.

2. *Age Restrictions.* You represent and warrant that you have the legal power, authority and capacity to accept the Terms of Use. You represent and warrant that you are either more than 18 years of age, or an emancipated minor 16 years or older, or possess legal parental or guardian consent, and are fully able and competent to understand and agree to the terms, conditions, obligations, affirmations, representations and warranties set forth in the Terms of Use. If you do not meet the conditions above, you may not access or use the Site.

3. *Prohibited Uses.* As a condition of your accessing and/or using the Site, you hereby agree to comply with the following prohibitions of use. We reserve the right to terminate any user’s access to the Site without notice if such user’s access or use of the Site, in any manner, whatsoever, violates the following prohibitions of use, in addition to any other terms set forth herein, and to delete any data stored in or on behalf of such user’s account:

- a. You may not access and/or use the Site for any purpose that is unlawful or prohibited by these Terms of Use.
- b. You may not access or use the Site in any manner that could damage, disable, overburden, or impair the Company’s server, or the network(s) connected to the Company’s server, or interfere with any other party’s use and enjoyment of the Site.
- c. You may not attempt to gain unauthorized access to the Site, other accounts, computer systems or networks connected to any Company server, through hacking, password mining or any other means.
- d. You may not obtain or attempt to obtain any Content or materials or information through any means not intentionally made available through the Site.
- e. You may not decompile, disassemble, or reverse engineer any of the software or Content used in any part of the or place, send or otherwise transmit any virus or use any malicious programs or techniques in connection with the Site.

**NEW WORLD ANGELS TERMS OF USE
EFFECTIVE AS OF 07/01/20**

c. INTELLECTUAL PROPERTY RIGHTS

You acknowledge and agree that the Company owns and shall own all right, title and interest, throughout the world, in and to the Site and all copyrights, trademarks, service marks and other intellectual property rights associated therewith. You shall not take any action that is inconsistent with our ownership of the Site. You further acknowledge and agree that nothing in this Agreement and no use of the Site shall cause to vest or be construed to vest in you any right, title or interest in or to the Site other than the express right to use the Site solely in accordance with the terms and conditions of this Agreement. Any rights not expressly granted herein are reserved.

d. THIRD PARTY LINKS

We provide links to third party Sites solely as a convenience to you. These links are not controlled by or affiliated with us in any manner, whatsoever. We have not reviewed these Sites nor is are we responsible for the offerings of any of these sites or the content, privacy policies or terms of use of these Sites. Any third-party links that we provide on our Site does not constitute or imply any endorsement, sponsorship or recommendation by us of that third party, its Site or the contents of its Site. You acknowledge and agree that if you use those third-party links, you will be subject to that third party's terms of use, its privacy policy and information security policy and any other terms, policies, conditions or agreements applicable to that third party's Site. You further acknowledge and agree that we are not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any content or other information available on any third-party app or website. You may not link or otherwise connect our Site or any Content without our prior written permission.

e. THIRD PARTY CONTENT AND REFERENCES

Third party content may appear or be accessible through website links on or from the Site. We shall not be responsible for and assume no liability for any mistakes, errors, inaccuracies, misstatements of law, defamation, slander, libel, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions or other representations in any such third-party content appearing on or accessible from the Site. You acknowledge and agree that the information, views and opinions expressed in the third-party content represent solely the thoughts of the author and are neither endorsed by nor do they reflect the belief of the Company. It is your responsibility to evaluate, assess and bear the risk associated with the use of or reliance on any such content. Any and all references to any services, recording, event, process, publication, or offering of any third party by name, trade name, trademark or otherwise does not necessarily constitute or imply our endorsement or recommendation of such by the Company.

f. DISCLAIMER

THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COMPANY HEREBY SPECIFICALLY DISCLAIMS ALL RESPONSIBILITY OR LIABILITY FOR ANY LOSS, INJURY, CLAIM, OR DAMAGE OF ANY KIND RESULTING FROM, ARISING OUT OF, OR IN ANY WAY RELATED TO (A) ANY THIRD PARTY APPLICATIONS OR WEBSITES OR CONTENT THEREIN DIRECTLY OR INDIRECTLY ACCESSED THROUGH LINKS IN THE SITE, INCLUDING BUT NOT LIMITED TO ANY ERRORS IN OR OMISSIONS THEREFROM, (B) THE UNAVAILABILITY OF THE SITE OR ANY PORTION THEREOF, (C) YOUR ACCESS AND USE OF THE SITE, (D) YOUR USE OF ANY EQUIPMENT, TECHNOLOGY, OR SOFTWARE IN CONNECTION WITH THE SITE, (E) THE FUNCTIONS PERFORMED BY THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS IN THE SITE, OR CONTENT, WILL BE CORRECTED, (F) THE ACCURACY OR COMPLETENESS OF THE CONTENT, AND (G) THE SITE WILL BE SECURE OR FREE FROM BUGS, VIRUSES OR OTHER PROGRAM LIMITATIONS. THE COMPANY FURTHER SPECIFICALLY DISCLAIMS LIABILITY FOR ANY LOSS OF DATA STORED ON OR BY MEANS OF THE SITE AND FOR ANY LOSS OF DATA OR OTHER DAMAGE ARISING FROM SPYWARE, MALWARE OR OTHER THIRD-PARTY CAUSES. TO THE EXTENT A PARTICULAR JURISDICTION LIMITS OR DOES NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES AS SET FORTH ABOVE, THEN THE COMPANY SHALL BE ENTITLED

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EFFECTIVE AS OF 07/01/20**

TO THE BENEFIT OF SUCH DISCLAIMERS AND LIMITATIONS TO THE HIGHEST EXTENT PERMITTED BY APPLICABLE LAW.

g. LIMITATION OF LIABILITY

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISSATISFACTION OR DISPUTE WITH THE COMPANY, OR THE SITE IS TO DISCONTINUE YOUR USE OF THE SITE. IN NO EVENT WILL COMPANY, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY LOSS, INJURY, CLAIM, LIABILITY OR DAMAGE OF ANY KIND, WHATSOEVER RESULTING FROM OR IN CONNECTION WITH YOUR ACCESS OR USE OF THE SITE OR IN CONNECTION WITH ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES OR FAILURES IN THE SITE OR CONTENT, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION, ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM OR ARISING IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SITE. TO THE EXTENT THIS LIMITATION ON LIABILITY IS PROHIBITED OR FAILS OF ITS ESSENTIAL PURPOSE, THE COMPANY'S SOLE OBLIGATION TO YOU FOR DAMAGES SHALL BE LIMITED TO THE AMOUNT, IF ANY, PAID BY YOU UNDER THIS AGREEMENT OR \$100.00, WHICHEVER IS LESS.

h. INDEMNIFICATION

You are solely liable for any content, messages or other information you transmit, provide or upload to the Site. You agree to indemnify, defend and hold harmless the Company, its officers, directors, employees and agents from any claim, action, demand, loss or damages (including attorney's fees and costs) arising out of or in connection with (a) your violation of any term of this Agreement, (b) your access and use of the Site; and (c) your violation of any rights of a third party, including without limitation any property or privacy right.

i. MISCELLANEOUS

1. If any part of this Terms of Use agreement is legally held or found to be invalid or unenforceable, that portion of the agreement will be construed to be inconsistent with applicable law, while the remaining portions of the agreement will remain in full force and effect. Any failure on our part to enforce any provision of the Terms of Use will not be considered a waiver of our right to enforce such provision. The terms of this agreement shall not be construed against the Company by virtue of its having drafted them. Our rights under the Terms of Use will survive any termination of use of the Site.

2. The provisions of these Terms of Use are for the benefit of you, the Company and its affiliates, officers, directors, employees, agents, representatives, vendors, licensors, licensees, suppliers and any third-party information providers to the Site. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on his, her or its own behalf. We may assign or delegate these Terms of Service and/or our Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms of Use or Privacy Policy without our prior written consent, and any unauthorized assignment or delegation by you is void.

3. The Company will generally communicate with its users by electronic means, such as email. You consent to receive communications from us via the email you provided us, and you understand and agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You further agree that any agreements or documents provided in connection with the Site may be executed using an electronic signature, whether digital or encrypted, in accordance with the terms of the Electronic Signatures Act, 15 U.S.C. SS 7001-7006 and may not be denied legal effect solely because such signature is in electronic form.

4. You agree that any cause of action related to or arising out of your relationship with the Company must commence within ONE year after the cause of action accrues. Otherwise, such cause of action is permanently barred. This agreement and your access and use of the Site are governed by the federal laws of the United States of America and the laws of the State

**NEW WORLD ANGELS TERMS OF USE
EFFECTIVE AS OF 07/01/20**

of Florida, without regard to conflict of law provisions. You hereby consent to the exclusive jurisdiction of the federal or state courts in and for Palm Beach County and waive any jurisdictional venue or inconvenient forum objections to such courts. You further agree to comply with any applicable federal, state and local laws in connection with your access and use of the Site. We reserve the right to seek all additional remedies available to use at law and in equity for violations of this agreement or otherwise arising from the access or use of the Site, including, but not limited to, injunctive relief and monetary damages.

5. YOU ACKNOWLEDGE THAT YOU HAVE READ OUR TERMS OF USE, UNDERSTAND ALL ASPECTS OF THE TERMS OF USE, AND WILL BE BOUND BY ITS TERMS AND CONDITIONS. WE RESERVE THE RIGHT TO CHANGE OUR TERMS OF USE AT ANY TIME AND AT OUR SOLE DISCRETION. UPDATED VERSIONS OF OUR TERMS OF USE WILL APPEAR ON THIS SITE AND ARE EFFECTIVE IMMEDIATELY. CONTINUED ACCESS OR USE OF THE SITE AFTER ANY SUCH CHANGES CONSTITUTES YOUR CONSENT TO SUCH CHANGES.

j. CONTACT US

If you have any questions regarding this Terms of Use Agreement, please contact us by sending an email to legal@newworldangels.com.

THESE TERMS OF USE WERE LAST UPDATED ON 07/01/20