

## TERMS AND CONDITIONS

The use of this application and/or site or any other site owned or maintained by LevAI, Inc., a corporation organized and existing under the laws of Texas ("LevAI") is governed by these policies, terms and conditions set forth below. Please read them carefully. Your use of this site signifies your acceptance of the terms and conditions set forth below.

### PRIVACY AND SECURITY DISCLOSURE

Please review LevAI's Privacy Policy on [getlev.ai](https://getlev.ai). LevAI reserves the right to modify its Privacy Policy at its reasonable discretion from time to time.

### PAYMENT METHODS

We accept U.S.-issued credit and debit cards:

- Visa
- MasterCard
- American Express

When placing an order online, you will need:

- The address the card's statement is sent to (billing address).
- The card number and expiration date.
- The 3 or 4-digit code found only on the card (CVV2 code).

Credit card orders can be placed online over our TLS 1.3 encrypted connection. The same credit card may be used only three (3) times in one processing day.

You are entering into a legally binding agreement with LevAI, Inc., located at ADDRESS. The official website for LevAI, Inc., and its affiliates is [getlev.ai](https://getlev.ai). LevAI, Inc. has the registered address of:

LevAI, Inc.  
901 Sam Rayburn Hwy, Melissa, TX 75454  
[getlev.ai](https://getlev.ai)

### REFUND POLICY

If, within the first thirty (30) days of your first purchase of LevAI services on the LevAI platform via our website, you are not satisfied, you may request a refund of any amounts charged by contacting [support@getlev.ai](mailto:support@getlev.ai).

### MONTHLY SUBSCRIPTION CANCELLATION

Please email to cancel or modify your monthly subscription at any time at [support@getlev.ai](mailto:support@getlev.ai) without penalty. You can also modify or cancel your order at any time at [getlev.ai](https://getlev.ai). By selecting the "Monthly Subscription", you are also authorizing LevAI to charge your credit card for the services you have ordered on a monthly basis. You may cancel at any time without obligation and without penalty by emailing [support@getlev.ai](mailto:support@getlev.ai) or canceling the order through the [getlevai.co](https://getlevai.co)

portal. All cancellations must be performed or delivered to LevAI within three (3) business days of the next subscription fee to guarantee cancellation.

### **THIRD-PARTY INTERACTIONS**

During use of the LevAI Website, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Website. Any such activity, and any terms, conditions, warranties, or representations associated with such activity, is solely between you and the applicable third party. LevAI shall have no liability, obligation, or responsibility for any such correspondence, purchase, or promotion between you and any such third party. LevAI does not endorse any sites on the Internet that are linked through its Website. LevAI provides these links to you only as a matter of convenience, and in no event shall LevAI be responsible for any content, products, or other materials on or available from such sites. LevAI provides products to you pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of ancillary software, hardware, or services may require your agreement to additional or different license or other terms prior to your use of or access to such software, hardware, or services.

### **ORDER DISCLAIMER**

Your electronic order confirmation, or any form of confirmation, does not signify our acceptance of your order. LevAI reserves the right to require additional information before processing any order. If an order appears fraudulent in any way, LevAI reserves the right to cancel the order and notify the cardholder and the proper authorities.

### **FTC DISCLOSURES**

As a participant in the LevAI program, all Partners will be required to acknowledge the FTC disclosure for participation in the program.

### **ELECTRONIC COMMUNICATIONS**

When you visit the LevAI Site or send emails or feedback to LevAI, you are communicating with LevAI electronically. You consent to receive communications from LevAI electronically. LevAI will communicate with you by email or by posting notices on the LevAI Site. You 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. Any feedback you provide at this LevAI Site will be deemed non-confidential. LevAI will be free to use such feedback on an unrestricted basis.

### **LEVAI INTELLECTUAL PROPERTY**

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## **REQUIREMENTS FOR USE**

You must have compatible computing and/or mobile devices, access to the Internet, and certain necessary software in order to use the Site. Fees and charges may apply to your use of the mobile services and to the Internet, and LevAI is not responsible for those fees/charges.

## **PROHIBITED ACTIVITIES**

You agree that the Services will be used solely for the purposes and functions permitted under the Terms, and may not: (a) decompile, reverse engineer, disassemble, modify, reduce to human readable form or create derivative works based upon the Services or any part thereof; (b) disable any licensing or control features of the Services; (c) introduce into the Services any virus or other code or routine intended to disrupt or damage the Services, or alter, damage or delete any Materials, or retrieve or record information about the Services or its Users except as we expressly permit; (d) merge the Services or Materials with another program or create derivative works based on the Services or Materials; (e) remove, obscure, or alter any notice of the copyright or other proprietary legends on the Services or Materials; (f) sublicense, assign, translate, rent, lease, lend, resell for profit, distribute or otherwise assign or transfer the Materials or access to the Services to others; (g) use, or allow the use of, the Services or the Materials in violation of any applicable laws or regulations; (h) otherwise act in a fraudulent, illegal, misleading, malicious or negligent manner when using the Services; (i) post violent, defamatory, libelous, indecent, sexually explicit, discriminatory, unlawful, infringing, hateful or other inappropriate photos or other content, including without limitation any posts intended for defaming, stalking, bullying, abusing, harassing, threatening, impersonating, harming, or intimidating people or entities; (j) create, solicit, transmit, or procure the sending of, any unwanted, unsolicited or harassing comments or communications, including without limitation, advertising or promotional material, without our prior written consent, including without limitation, any "junk mail," "chain letter," "spam" or any other similar solicitation; (k) access or use the Services by means of any automated program, expert system, electronic agent or bot; (l) give any other person or entity unauthorized access to the Services; (m) engage, or enable another person or entity to engage, in any scraping, copying, republishing, licensing, or selling the data or information on the Services for commercial purposes; or (n) otherwise violate the rights of a third party. In response to any actual or suspected violations of the foregoing, we may suspend or terminate your access to the Services, pursue legal action, and/or report the violation to law enforcement.

## **TERMINATION**

The Terms of Use will remain in full force and effect as long as you continue to access or use the Site or Services. You may terminate the Terms of Use at any time by discontinuing the use of the Site. Your permission to use the Site automatically terminates if you violate these Terms of Use. LevAI may terminate or suspend any of the rights granted by these Terms of Use and your access to and use of the Site or Services with or without prior notice, for any reason, and at any time. The

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## **DISCLAIMER OF WARRANTIES**

LEVAI MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY, OR COMPLETENESS OF ANY INFORMATION ON THIS SITE. LEVAI DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SITE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SITE OR LEVAI'S PRODUCTS WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY LEVAI.

## **LIMITATION OF LIABILITY**

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE 3-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE, OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SITE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SITE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SITE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN ANY INFORMATION CONTAINED HEREIN, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or

jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential, or certain other types of damages, so the exclusions set forth above may not apply to you.

## **NOTICE**

LevAI may give notice by means of a general notice on the [getlev.ai](https://getlev.ai) website, electronic mail to your e-mail address on record in LevAI's account information, or by written communication sent by first-class mail or pre-paid post to your address on record in LevAI's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first-class mail or pre-paid post) or 24 hours after sending (if sent by e-mail). You may give notice to LevAI (such notice shall be deemed given when received by LevAI) at any time by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to LevAI at the following address: STREET, CITY, STATE ZIP in either case, addressed to the attention of Legal Department.

## **INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless LevAI, its affiliates, subsidiaries, and their directors, officers, employees, contractors, licensors, suppliers, representatives, proprietors, partners, shareholders, servants, principals, agents, predecessors, successors, assigns, accountants, and attorneys harmless from and against any and all third-party suits, actions, claims, proceedings, damages, settlements, judgments, injuries, liabilities, obligations, losses, risks, costs, and expenses (including, without limitation, reasonable attorneys' fees, litigation expenses, and accounting fees), relating to or arising from, or alleged to arise from, your use of materials or features available on the Site in an unauthorized manner, fraud, violation of law, or willful misconduct, or any breach by you of these Terms of Use.

## **MODIFICATIONS TO THE SITE**

LevAI reserves the right to modify the terms and conditions of this Agreement or its policies relating to its products and services at any time, effective upon posting of an updated version of this Agreement on the [getlev.ai](https://getlev.ai) website. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

## **GENERAL**

This Agreement shall be governed by Texas law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims, or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Texas. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full

force and effect. No joint venture, partnership, employment, or agency relationship exists between you and LevAI as a result of this agreement or use of this Website. The failure of LevAI to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by LevAI in writing. This Agreement, together with any applicable Form and policies, comprises the entire agreement between you and LevAI and supersedes all prior or contemporaneous negotiations, discussions, or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

## **REPORTING COPYRIGHT INFRINGEMENT**

LevAI reserves the right to remove any content or any other material or information available on or through our Site, at any time, for any reason. Notification of Claimed Copyright Infringement. If you have objections to copyrighted content or material made available on or through our Site, you may submit a notification to [support@getlev.ai](mailto:support@getlev.ai). Any notification to LevAI under 17 U.S.C. § 512(c) alleging copyright infringement must include the following information:

An electronic or physical signature of the person authorized to act on behalf of the owner of the exclusive right being infringed;

An identification of the copyrighted work or other intellectual property that you claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works;

An identification of the content or material that you claim is infringing and where it is located on our Site;

Information sufficient for LevAI to contact you, such as your address, telephone number, and/or email address;

A statement by you that you have a good-faith belief that the use of the content or material of which you are complaining is not authorized by the copyright owner, its agent, or the law; and  
A signed statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright owner or authorized to act on the copyright owner's behalf.

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## **NOTICE FOR CALIFORNIA USERS**

Under California Civil Code Section 1789.3, California Website users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210.

## **QUESTIONS OR ADDITIONAL INFORMATION**

If you have questions regarding this information or wish to obtain additional information, please send an email to [support@getlev.ai](mailto:support@getlev.ai).

