

## Terms of Use

These terms of use (“TOU Agreement”) govern the use of the website (the “Website”) operated by Leonard Cyber Corp. (“Leonard Cyber”, “We,” or “Us”) at the URL <https://writeholo.com/>. You, as a User (where “User” is a person using the Website), must agree to this TOU Agreement in order to use the Website. You must be of legal age (over eighteen years of age in the United States) to use the Website.

- 1) Acceptance of this TOU Agreement. This TOU Agreement governs all use of the Website, including posting or submitting content to the Website. You should periodically review the TOU Agreement. We reserve the right to modify this TOU Agreement. The most recent version of the TOU Agreement will always appear on the Website. You will always be bound by the most recent version of this TOU Agreement even if You are not notified of any changes. By continuing to use the Website, You accept any changes to this TOU Agreement. If You decide not to accept changes, You must cease using the Website and close Your Account.
- 2) Privacy Policy. The Privacy Policy is a part of this TOU Agreement and incorporated into this TOU Agreement by reference.
- 3) Use of the Website.
  - a) In order to use certain functions of the Website, You may be required to create an account (Your “Account”) on the Website. You are solely responsible for maintaining the confidentiality of Your login credentials for the Website. You may not allow others access to the Website through Your Account. You will be responsible for any use of the Website taken through Your Account. If You become aware of any actual or possible abuse of the Website through Your account, contact Us immediately.
  - b) You will use the Website only as described in this TOU Agreement and according to applicable laws and regulations. You are responsible for any information that You submit to the Website or to other Users. You are responsible for Your actions that breach or could be reasonably construed as a breach of this TOU Agreement and You may be held responsible for any damages caused by a breach. You may not use the Website in a manner that would disrupt the Website or its use by other Users. We reserve the right to investigate any breach or alleged breach of this TOU Agreement and to report any breach or alleged breach of this TOU Agreement to law enforcement authorities if We believe that an illegal or unlawful act has occurred.
  - c) We may prevent You from using the Website if We become aware of actions that breach (or that We may reasonably construe as a breach) of this TOU Agreement. We may limit or terminate Your use of the Website if We determine that Your conduct or actions are detrimental to other Users.
- 4) Others’ Proprietary Information. Leonard Cyber will respond to any notice alleging infringement of the rights of a third party by investigating the allegation. We will remove the content from the Website if We determine that an infringement has occurred.
- 5) Third Party Websites.
  - a) The Website may include links to or embedded content from websites operated by third parties (“Third Party Website(s)”). Leonard Cyber, other Users, and third parties may post or provide links to or embedded content from Third Party Websites.
  - b) We have no control over any Third Party Website and are not liable for:

- i) any losses or damages You may incur by navigating to a Third Party Website,
  - ii) any losses or damages You may incur because a Third Party Website did not properly interact with the Website, or
  - iii) any losses or damages You may incur because the content from a Third Party Website did not properly embed on or interact with the Website.
- c) Unless otherwise noted, We do not endorse the links to or content of any Third Party Website.
- d) If You believe You have an issue or complaint with an operator of a Third Party Website then You should contact the operator directly.
- 6) WARRANTY DISCLAIMER.
- a) REGARDING THE WEBSITE AND THE CONTENT CONTAINED IN THE WEBSITE, LEONARD CYBER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE WEBSITE IS PROVIDED “AS-IS” AND YOU USE THE WEBSITE SOLELY AT YOUR OWN RISK. LEONARD CYBER MAKES NO WARRANTY THAT THE WEBSITE WILL BE AVAILABLE ON A CONTINUOUS BASIS.
  - b) LEONARD CYBER MAKES NO WARRANTY THAT ANY INFORMATION OR CONTENT AVAILABLE THROUGH THE WEBSITE IS TRUE, RELIABLE OR ACCURATE. LEONARD CYBER MAKES NO WARRANTY THAT IT WILL CORRECT ANY ERRORS, DEFECTS OR OMISSIONS IN THE INFORMATION OR CONTENT ON THE WEBSITE. LEONARD CYBER MAKES NO WARRANTY THAT ANY USER OF THE WEBSITE IS INDEED WHO THEY PURPORT TO BE.
- 7) LIMITATION OF LIABILITY. YOU EXPRESSLY UNDERSTAND AND AGREE THAT LEONARD CYBER SHALL NOT BE LIABLE FOR ANY DAMAGES OR INTANGIBLE LOSS, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, OR ANY LOST PROFITS WHICH YOU MAY INCUR OR SUFFER, AS A RESULT OF (1) YOUR USE OF THE WEBSITE, (2) YOUR RELIANCE ON ANY CONTENT OR INFORMATION ON THE WEBSITE, OR (3) YOUR RELIANCE ON ANY CONTENT OR INFORMATION SUPPLIED TO YOU BY OTHER USERS, OR (4) YOUR ACCESS OF INFORMATION HOSTED OR PROVIDED BY ANY THIRD PARTY WEBSITE. LEONARD CYBER WILL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES THAT YOU INCUR AS A RESULT OF YOUR FAILURE TO PROTECT ACCESS TO YOUR ACCOUNT. THIS LIMITATION OF LIABILITY SHALL NOT BE MODIFIED EVEN IF LEONARD CYBER HAS BEEN ADVISED OR MADE AWARE OF THE POSSIBILITY OF ANY SUCH DAMAGES OR LOSSES. IF YOU BELIEVE THAT YOU ARE AT RISK OF ANY TYPE OF LOSS, WHETHER TANGIBLE OR INTANGIBLE, THEN YOU SHOULD NOT USE THE WEBSITE OR THE BROWSER SOFTWARE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU, IN WHICH CASE THE TOTAL AMOUNT LEONARD CYBER IS LIABLE TO YOU SHALL BE EQUAL TO THE AMOUNTS PAID BY YOU, IF ANY, TO LEONARD CYBER.
- 8) Indemnification. You agree to hold Leonard Cyber harmless and indemnify Leonard Cyber from and against any third-party claim arising from or in any way related to Your use of the

Website in violation of this TOU Agreement, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature.

9) Policies Regarding Content Submitted by You.

- a) We are not responsible for any content, including any malicious software, posted or submitted by You or other Users to the Website. We accept no responsibility for any damages that such content or malicious software may cause to You. It is Your responsibility to review any content which You submit to or obtain from the Website. We do not endorse or support any content that is submitted to the Website by You or other Users.
- b) We reserve the right to refuse to post or display any content You submit to the Website if We believe that such content is or could be deemed to be offensive to other Users or disruptive to their use and enjoyment of the Website.
- c) You retain the rights to your comments or other proprietary content (Your "Proprietary Content") that You post or display on the Website. By posting or displaying Your Proprietary Content on the Website, You represent that You hold title to Your Proprietary Content and that Your posting of Your Proprietary Content does not violate the privacy or proprietary rights of others,
- d) You grant Us a perpetual, worldwide, non-exclusive, fully paid-up and royalty-free license to reproduce and create derivative works from Your publicly posted Proprietary Content on the Website.
- e) We may transmit or distribute Your Proprietary Content submitted to the Website over various electronic networks and in various media and make such changes to Your Proprietary Content as necessary to conform and adapt such content to the Website. We may make Your Proprietary Content available to third parties for their own business purposes. You agree that the license to Your Proprietary Content that You grant to Leonard Cyber includes these rights.

10) Proprietary Nature of the Website.

- a) You acknowledge that, excepting Your Proprietary Content and the rights of third parties to their content submitted to, linked from, or embedded in the Website, Leonard Cyber owns all right, title and interest in and to the Website (including its underlying software code) and that U.S. and international intellectual property laws protect such rights.
- b) You will not reproduce, reverse engineer, copy, alter, modify, or create derivative works from the Website or its underlying software code. You agree that you will not use any robot, spider, other software or manual process to monitor, "scrape," or copy any content available on the Website. You agree not to resell any of Our information, products, or services made available through the Website.
- c) The "Holo AI" and "Leonard Cyber" standard character marks are Our trademarks. These trademarks and Our other trademarks are protected under U.S. and international intellectual property laws. Other marks that may appear on the Website may be proprietary to their respective owners.
- d) Except as enumerated herein, nothing in this TOU Agreement gives You a license to use any of the Website's underlying software code or any other proprietary content available through the Website.

11) Contact. You may contact Us at the email address: [support@writeholo.com](mailto:support@writeholo.com). You may also contact Us through the chat client on the Website.

12) General.

- a) This TOU Agreement constitutes the entire agreement between You and Leonard Cyber regarding Your use of the Website.
- b) Any failure by Leonard Cyber not to exercise or enforce any legal right or remedy available to Leonard Cyber shall not be construed as a waiver of such right or remedy.
- c) If any court of competent jurisdiction rules that any provision of this TOU Agreement is invalid, then such provision shall be removed from this TOU Agreement without affecting the remainder of the TOU Agreement and this TOU Agreement will continue to be valid and enforceable.
- d) This TOU Agreement shall be governed under the laws of the State of California without regard to its conflict of laws provisions. Venue for any action brought under this TOU Agreement will be the courts of Los Angeles County, California.
- e) Any claim or cause of action You may have against Leonard Cyber must be filed within two (2) years of the date on which the claim or cause of action occurred, or within two (2) years of the date on which You would have had reason to know of the occurrence of such claim or cause of action, or such claim or cause of action shall be forever barred.
- f) The Website has been designed to comply with the laws of the United States and Leonard Cyber does not make any representation or warranty that use of the Website is legal or lawful in other jurisdictions. You will be solely responsible for complying with applicable law should You access or use the Website from outside the United States.

**Privacy Policy**

This Privacy Policy is incorporated into the TOU Agreement and governs Your use of the Website. This Privacy Policy applies to all Users of the Website. You may not use the Website if You don't agree to this Privacy Policy.

We recognize that privacy is important to You. We protect and use the information You submit to Us as described in this Privacy Policy.

1) Information We Collect and How We Use It.

- a) Billing. We use Stripe, Inc. to process payments and We do not store or share your credit/debit card information or any other information You submit to Stripe, Inc. for payment processing.
- b) Your Private Information. We may collect your email address when you use the Website, such as when You create an Account. We consider your email address to be Your “Private Information.” We will always protect Your Private Information and We will never publicly display Your Private Information on the Website. We may require Your Private Information so that we can authenticate information submitted to the Website. You may choose to share Your Private Information with other Users of the Website but You agree to assume all risk when You disclose Your Private Information. We will not be liable for any disclosure You make to other Users and the TOU Agreement governs disclosures that You make to other Users.
- c) Submissions with Private Information. Although We do not actively monitor submissions of information to the Website, We reserve the right to edit and modify submissions of information that may violate this Privacy Policy, Your privacy rights, or the privacy rights of other Users. If You discover that You inadvertently posted Your Private Information on the Website, or the Private Information of another User without his/her consent, then

delete it and notify Us. We disclaim any and all responsibility for any delay that may occur in deleting Your Private Information from the Website.

- d) Cookies. The Website may use cookies, which are small data files containing a string of characters and which are stored on Your computer. We use cookies to improve Your experience with the Website. Cookies will not contain any of Your Private Information. If You set your browser not to accept cookies, You may not be able to use or experience all of the features of the Website. Third Party Websites linked to the Website may also use cookies. We do not have any access to or control over any cookies created by Third Party Websites.
- e) Email Communications. You can email us with questions or comments. We may store these email communications. We will protect these emails and will not disclose them unless You tell Us that the email was intended as a submission for the Website or if You agree to a disclosure. Emails posted on the Website will not disclose Your Private Information.
- f) Data Collection. When You access the Website, the Website may record information related to You, including information sent by Your browser, IP address(es) of the computer(s) You use, and cookie information. We may use this information to improve Your experience with the Website or to identify violations of this Privacy Policy or the TOU Agreement.
- g) Use of Information. We only process Your Private Information for these purposes (or otherwise described in this Privacy Policy or in the TOU Agreement):
  - i) to display Your submitted content or information on the Website;
  - ii) to ensure the proper functioning of the Website, including processing payments for access to the Website;
  - iii) to develop new services, products, or content for the Website, or to improve the Website; and
  - iv) to protect Your rights and the rights of other Users.
- h) Disclosure.
  - i) Except as described in the TOU Agreement or this Privacy Policy, We will not disclose Your Private Information to any third party.
  - ii) We will only disclose Your Private Information to third parties if You agree to such disclosures in writing or by email.
  - iii) We may be required to disclose Your Private Information as follows:
    - (1) to law enforcement authorities if We receive a warrant, court order, or other legal process,
    - (2) if We know or have a reasonable belief that a violation of applicable law has occurred through use of the Website, or
    - (3) if We reasonably believe a disclosure is necessary to protect another User or Agent, or if We reasonably believe that a disclosure is necessary to protect Our business interests.
- i) Contacting You for Marketing Purposes. We may contact You with email messages and We will stop sending these emails upon Your request.
- j) Legal Minors. We do not market the Website or any services to legal minors. We do not allow minors to establish Accounts or submit Private Information to Us. If We receive notice or have reason to believe that a person under the age of thirteen has created an

Account, or submitted Private Information to Us, then We will delete the Account and delete the submitted Private Information.

- k) Deletion of Your Private Information. Should you wish to terminate the TOU and Your use of the Website, We will immediately delete Your Account and Your Private Information.
- 2) Information Sharing. Unless We have your express consent, or as stated in this Privacy Policy, We will not share any of Your Private Information with any third parties or other Users. You are expressly forbidden from sharing the Private Information of other Users, including third parties who are Users of the Website, unless You have express written consent from the User. Any sharing of other Users' information without their consent is a violation of this Privacy Policy and the TOU Agreement.
- 3) Third Party Websites. The Website may contain links to and embed information from Third Party Websites. We have no control over the privacy policies or terms of use of the Third Parties who operate these Third Party Websites. This Privacy Policy will not govern the disclosure of You may make to any Third Party who operates or controls a Third Party Website. You should review the applicable privacy policy of any Third Party Website before You submit information to it.
- 4) Information Security. Although We take appropriate security measures to protect Your Private Information, Our security efforts are dependent upon the security procedures of the Website's hosting provider(s). We cannot warrant or ensure that the hosting provider's security measures will protect information submitted to the Website.
- 5) Enforcement. We will enforce this Privacy Policy. If You violate this Privacy Policy then We may prevent You from using the Website. If You believe that a person has violated this Privacy Policy then contact Us. If We believe that You or another person may have used the Website to obtain the Private Information of another User, or for illegal or unlawful purposes, then We reserve the right to submit any and all information hawse have concerning the incident to law enforcement entities.
- 6) Changes to this Privacy Policy. This Privacy Policy may change from time to time. The most current version of the Privacy Policy will always appear on the Website. You should periodically review the Privacy Policy to stay informed on how We use information submitted to Us.