



TERMS OF SERVICE FOR CRESI

By using Crescendo Interactive, Inc.'s ("Crescendo") Cresi generative artificial intelligence ("AI") Service ("Service(s)"), you and your organization (collectively the "User") agree to these Terms of Use ("Agreement"), as may be updated by Crescendo from time to time without further notice:

1. **DESCRIPTION OF SERVICE.** The Services allow User to: (1) add User's original written content to Service for the purpose of customizing content to better serve and motivate User's constituents (which are individually referred to as a "Donor" and collectively as "Donors"); and (2) use Service to customize Crescendo's written content, including but not limited to customizing the eNewsletters and CresPrint content to include information specific to User. Crescendo uses a generative AI application programming interface ("API"). The use of Service to create content, including any electronic or print media, is at User's own risk, including but not limited to any claims for infringement of copyright, trademark, moral rights, or other intellectual property rights. User is responsible for ensuring all generated content includes suitable disclaimers and that its usage complies with all applicable laws and regulations. User acknowledges and agrees that the use of Service may result in outputs, creations, or generated content that may bear resemblance to original intellectual property, including but not limited to written content or literary style. Crescendo does not control or review the generated content from Service. User agrees and acknowledges that review and revision to the generated content from Service will be necessary and undertaken at User's direction and discretion.
2. **USER ACCOUNT.** The User is responsible for maintaining the confidentiality of the password and account, and is fully responsible for all activities that occur under their account. User agrees to: (a) immediately notify Crescendo of any unauthorized use of a password or account or any other breach of security; and (b) ensure to log out of their Account at the end of each session. Crescendo shall not be liable for any loss or damage arising from User's failure to comply with the terms of this Section.
3. **SERVICE LIMITATIONS.** User understands and agrees: (1) not to add or use any third party copyrighted intellectual property in connection with the Service; (2) that any content used for Service will have been compiled exclusively by User, its staff or employees; (3) that the use of licensed, purchased or rented intellectual property content may cause damage to Crescendo, which includes jeopardizing Crescendo's ability to ensure delivery of Services to User and other clients of Crescendo; and (4) Crescendo may take such action, in its sole discretion, as deemed appropriate, if Crescendo has reason to believe User's content does not conform to the promises made by User herein.
4. **DISCLOSURE AND PRIVACY.** Crescendo agrees that: (1) all of User's content added to or maintained as part of the Service shall, at all times, remain User's exclusive property; and (2) Crescendo will protect User's data to the extent that it protects its own data. Content added to Service will use and store the content and any content generated or refined by Service.
5. **USER CONDUCT.** User understands and agrees that: (1) any information, data, text, photographs, graphics, messages and other materials provided by Crescendo for use in connection with the Services (collectively "Crescendo Content") are licensed to User by Crescendo and that Crescendo retains the exclusive rights of ownership to the same; (2) User will not use Crescendo Content except as allowed herein or by separate written agreement between Crescendo and User; (3) User will not license, sublicense, sell, transfer or assign any of the Crescendo Content to any third party; (4) User, and not Crescendo, is solely responsible for any content provided by User or to User by any third party, including as relates to accuracy, errors, omissions or third party claims of right whether the same is added to Crescendo's servers, otherwise made available via the Service, or not; (5) Crescendo will not pre-screen User provided content, but Crescendo shall have the right, but not the obligation, in its sole discretion, to remove such content or data that violates this Agreement; (6) User agrees that third party copyrighted content will not be added to Service; and (7) User agrees to hold Crescendo and its officers harmless from any claim or demand made by any third party due to, or arising out of, content that User makes available through the Service. Content which is made known to Crescendo or that Crescendo deems, in its sole discretion, is otherwise

objectionable, Crescendo may modify User's ability to access Service if the use would result in excessive or abusive use of the Service.

6. **LINKS.** The Service may provide links to external websites. Because Crescendo has no control over such sites and resources, User agrees that Crescendo does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources and for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.
7. **INTELLECTUAL PROPERTY.** Crescendo and User agree that the intellectual property of each party including the trademarks, trade names, logo, copyrighted materials, service marks, symbols, and respective Crescendo Content or User provided content, constitute valuable property rights. Crescendo and User agree not to use the intellectual property of the other without prior permission except as permitted by this agreement or another written agreement between the parties. User warrants that it has a license or other right to use and distribute all images, content or other media used or shared to Service. User may not incorporate any copyrighted material from another source into the Service unless User has prior written permission from the party who owns such material. User affirms that it has ownership of any text, graphic, image or other material added to Service. Both Crescendo and User agree that this Agreement shall grant User a nonexclusive license to use the Crescendo intellectual property included in the Service, but that the respective intellectual property of Crescendo and User shall remain within the ownership of each party. The nonexclusive license term will run concurrently and expire with User's GiftLegacy Subscription. Furthermore, Crescendo and User agree that appropriate disclaimers shall be included when using Service which include either or both of: (1) any disclaimers required under the Terms and Services for GiftLegacy; and/or (2) appropriate disclaimers noting that the content may have been created using generative artificial intelligence.
8. **WARRANTIES.** User expressly understands and agrees that: (1) Crescendo has not made any representations or warranties with respect to the provisions contained herein or as related to the Services, and Crescendo hereby disclaims any and all warranties that may be disclaimed by law whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement; (2) the Services are offered on an "as is" and "as available" basis and, as such, the use is at User's sole risk; and (3) no advice or information, whether oral or written, obtained from Crescendo or through or from the Service shall create any warranty not expressly stated herein. User expressly agrees that Crescendo shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Crescendo has been advised of the possibility of such damages), resulting from: (1) the use or the inability to use the Service; (2) unauthorized access to or alteration of User's transmissions or data; or (3) any other matter relating to the Service.
9. **MISCELLANEOUS.** This Agreement constitutes the entire agreement between User and Crescendo and governs use of the Service, superseding any prior agreements related to the Service. The failure of Crescendo to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

== END OF AGREEMENT ==

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