

NEWFORM

TERMS OF SERVICE - PARTNERS

Effective March 10, 2025

1) OVERVIEW

Phoenix Multisport, Inc. (the “Phoenix”) is a nonprofit organization with a mission to build a sober active community that fuels resilience and harnesses the transformational power of connection so that together people can rise, recover, and live. In carrying out its mission, the Phoenix has successfully developed and maintained the Phoenix Mobile App for its members to create, access and manage events and social communities. The Phoenix launched NEWFORM within The Phoenix Mobile App (“NEWFORM”), to allow individuals (referenced herein as “members”) to access not only Phoenix events and offerings but also those of partner organizations aligned with the Phoenix’s mission (each a “Partner,” also referred to herein as “You” or “Your”), enabling members to access multiple pathways to recovery and bridging otherwise siloed resources and supports.

These Terms of Service (the “Terms”) govern Your access to and use of NEWFORM, including any products, features, services and technologies that NEWFORM may offer. These Terms constitute an agreement between You and the Phoenix (and, for the purposes of these Terms, any agreement to, with, or regarding NEWFORM constitutes an agreement with the Phoenix, and the two are interchangeable as one legal entity). Your use of NEWFORM constitutes Your agreement to these Terms: if You do not agree, then do not access or use NEWFORM. These Terms supersede any prior agreement with You related to NEWFORM or any prior version or functionality thereof.

2) CONSIDERATION

NEWFORM does not currently charge You to access or use NEWFORM. Consideration for these Terms includes mutual support of each other’s missions. NEWFORM may charge fees in the future and will provide You with written advance notice of the same.

3) NEWFORM SERVICES

By agreeing to these Terms and participating in NEWFORM, NEWFORM will provide you with the following services, at a level and delivered in a manner determined by NEWFORM:

- a) Access to the Partner portal;
- b) Marketing support for NEWFORM;
- c) Technical support for the Partner portal; and
- d) Community engagement tools and support as needed.

4) YOUR COMMITMENTS TO NEWFORM

NEWFORM agrees to give You access to its platform and offerings in an effort to support the aligned missions. In consideration of that, and as a requirement for Your use of NEWFORM, You agree to the following throughout Your use:

- a) You agree to abide by the NEWFORM Guidelines at all times and never to use NEWFORM in a way that would violate these Terms, violate any law or regulation (including infringing another’s intellectual property rights), and/or in a way that would be misleading, discriminatory or fraudulent. You agree that NEWFORM can remove any content in violation of the NEWFORM Guidelines, or any content that NEWFORM believes might lead to misuse or to adverse legal or regulatory action, in its sole discretion.

- b) You agree to actively use NEWFORM for community and events as appropriate, ensuring that Your presence on NEWFORM is beneficial and accessible to the NEWFORM community.
- c) You agree to only use the NEWFORM scheduler for free events, understanding that NEWFORM will not and does not collect payment for events on your behalf;
- d) You agree to ensure that You and Your event facilitators have active accounts on NEWFORM;
- e) You agree to make any adjustments to Your events or space as needed to ensure a positive experience for members (*e.g.*, timely cancellation of events, update location changes, etc.)
- f) You agree to timely report any technical issues to NEWFORM support staff.
- g) You agree to not upload any viruses or malicious code or use NEWFORM to send any spam or other unwanted content to members.
- h) You agree to report any violation of the NEWFORM Guidelines using the NEWFORM reporting function.
- i) You agree that the individual(s) who created the Partner account is authorized to do so and has the authority to agree to these Terms on behalf of the Partner. You agree that You are a duly organized, validly existing organization in good standing under the laws and regulations of your state(s) of incorporation and operations, and in good standing with the federal government and agencies.
- j) You agree not to share Your password or other account information with anyone, and to immediately report any violation or breach of the same to NEWFORM.

5) PRIVACY AND DATA SHARING

NEWFORM will collect data and may share de-identified data related to members of NEWFORM (the “Data”). See also NEWFORM’s Privacy Policy, which is incorporated herein, and which explains how NEWFORM collects and uses Data.

You may not access or collect Data from NEWFORM without NEWFORM’s prior written permission. You may not sell, license, or purchase any Data obtained from NEWFORM or its members.

6) PERMISSIONS AND LICENSES

- a) You retain ownership of any and all intellectual property rights to the content You create and share on NEWFORM. By using NEWFORM, You grant NEWFORM a non-exclusive, transferable, sub-licensable, royalty-free, and worldwide license to host, use, distribute, modify, copy, publish, translate, and create derivative works from the content. NEWFORM's use of the content is solely for the purpose of providing the services.
- b) You can delete content that You share, post, and upload to NEWFORM at any time.
- c) You give NEWFORM permission to use Your name, logos and/or word marks.

7) SUSPENSION AND TERMINATION

If You do not agree to the Terms or wish to terminate Your agreement to these Terms, You can delete Your account with NEWFORM at any time.

NEWFORM is committed to ensuring that NEWFORM is a safe and secure experience for all. If NEWFORM, in its sole discretion, determines that You have breached these Terms or other applicable policies, NEWFORM

may suspend or permanently disable Your access to NEWFORM, including deleting Your account. Reasons for suspension or deletion include, but are not limited to, infringement on another's intellectual property, violation of the NEWFORM Guidelines, and misuse or underuse of a NEWFORM account.

If Your account is terminated by You or by NEWFORM, these Terms shall terminate as an agreement between you and NEWFORM, except for the provisions governing Your commitments, limits on liability, indemnification obligations, and all miscellaneous terms.

8) UPDATES TO THESE TERMS

NEWFORM is constantly improving. As a result, it may need to update these Terms from time to time to reflect the services and to promote an optimal experience for Partners, members, to comply with applicable laws and regulations, and to ensure a safe and secure product for all. Unless otherwise required by law, NEWFORM will notify You before making changes to these Terms. Once implemented and effective, You will be bound by the updated Terms if You continue to use or access NEWFORM.

9) LIMITS ON LIABILITY

NEWFORM products are provided "as is," and NEWFORM makes no guarantees of any kind, including that NEWFORM will be safe, secure, error-free, or that NEWFORM will function without disruption, delays, or imperfections. To the extent permitted by applicable law and regulation, NEWFORM (i.e., the Phoenix) **DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.** NEWFORM does not control the content on its platform and is not responsible for the actions or conduct of other Partners, members, or any content they share. NEWFORM's (i.e., the Phoenix's) liability shall be limited to the fullest extent permitted by applicable law. Under no circumstances shall NEWFORM be liable to You for any lost profits, revenues, information, or data, or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to NEWFORM or these Terms. NEWFORM's aggregate liability arising out of or related to these Terms shall be no greater than any amount in fees You pay to NEWFORM in the preceding twelve months.

10) INDEMNIFICATION

To the extent permitted by law, You agree to indemnify, defend, and hold harmless, NEWFORM (i.e., the Phoenix) and its directors, officers, employees, volunteers and contractors, from and against any and all fines, suits, claims, demands, losses, liabilities, actions, and costs (including attorneys' fees) arising from: Your use of or presence on NEWFORM; any act, omission, or negligence of You, Your agents, employees, members or invitees; any claim of intellectual property infringement; any claim for improper use of data; or any breach or default in the performance of any obligation under these Terms.

11) MISCELLANEOUS

a) Supplemental terms and policies

By using NEWFORM, you agree to these Terms and all applicable policies referenced herein. Those include policies linked in these Terms. To the extent that any supplemental terms or policies conflict with these Terms, these Terms shall apply.

b) Severability

If any portion of these Terms is found to be unenforceable, the unenforceable portion will be deemed amended to the minimum extent necessary to make it enforceable (up to and including severed). All other remaining portions will remain in full force and effect. If NEWFORM fails to enforce any of these Terms, it will not be considered a waiver.

c) No assignment or transfer

You may not assign or transfer Your rights or obligations under these Terms to anyone else without NEWFORM's prior written consent.

d) No third party beneficiaries

These Terms do not confer any third-party beneficiary rights. All of NEWFORM's rights and obligations under these Terms are assignable by NEWFORM in connection with a merger, acquisition, sale of assets, or restructure.