

## Athenaeum Terms of Service

Last modified: December 13th, 2023

Athenaeum AI, Inc. (“**Athenaeum**”, “**we**”, “**us**”, or “**our**”) has made these Terms of Service (the “**Agreement**”) available to explain the terms and conditions by which you may access and use (a) Athenaeum’s products and services, (b) <https://www.athenaeum.ai/>, and (c) other related products and services that link to this Agreement (collectively, the “**Services**”).

You must read this Agreement carefully as it governs your use of the Services. By accessing or using the Services, you signify that you have read, understand, and agree to be bound by this Agreement in its entirety. If you do not agree, you are not authorized to access or use of our Services and should not use our Services.

### 1. Our Services

1.1 Our Services. Athenaeum provides an AI-powered document processing platform that allows you to (i) upload documents and other supported content (“**Input**”) and (ii) query such Input and generate new content and information based on such Input (“**Output**”). We are constantly improving our Services. You agree and acknowledge that our Services are subject to modification and change, including but not limited to the algorithms and methods used to generate the Output, and the features available to you.

1.2 Registration. In order to use certain portions of the Services, you must register an account by providing us with your email and other information requested in our registration form. You agree to provide us with complete and accurate registration information. You may not attempt to impersonate another person in registration. If you are registering for our Services on behalf of an organization, you warrant that you are authorized to agree to this Agreement on their behalf. You agree to be responsible for the security of your account. You accept that you are solely responsible for all activities that take place through your account, and that failure to limit access to your devices or browser may permit unauthorized use by third-parties.

1.3 No Children Permitted. Our Services are not intended for children under the age of 13. If you are a child under the age of 13, please do not register for our Services or send any personal information to us. If you have reason to believe that a child under the age of 13 is using our Services, please let us know immediately at [support@athenaeum.ai](mailto:support@athenaeum.ai) and we will seek to revoke access and delete any associated information as quickly as possible. If you are at least 13 years of age, but below the age of consent in your jurisdiction, you may only use the Services with the permission and consent of your parent or guardian.

1.4 Additional Policies. You agree and acknowledge that your use of the Services is subject to our Privacy Policy available at <https://athenaeum.ai/privacy-policy>.

## 2. Usage Requirements

2.1 Use of Services. You may access, and we grant you a non-exclusive right to use, the Services in accordance with this Agreement. You will comply with this Agreement and all applicable laws when using the Services. We and our affiliates own all rights, title, and interest in and to the Services, including the underlying technology and intellectual property rights therein.

2.2 Content. You retain ownership of all Input you provide to the Services and all Output generated from your Input. Input and all Output is collectively referred to as “**User Content**”. Subject to your compliance with this Agreement and to the extent Athenaemum acquires any right in your User Content, Athenaemum hereby assigns to you all its right, title and interest in and to your User Content. During and after the term of this Agreement, Athenaemum may use your User Content to develop and improve our products and services (including to improve and train our AI models), comply with applicable law, and enforce our policies. You are responsible for all User Content, including for ensuring that it does not violate any applicable law or this Agreement.

2.3 Feedback. We appreciate feedback, comments, ideas, proposals and suggestions for improvements. If you provide any of these things, we may use it without restriction or compensation to you.

2.4 Restrictions. You may not (i) use the Services in a way that infringes, misappropriates or violates any person’s rights; (ii) reverse assemble, reverse compile, decompile, translate or otherwise attempt to discover the source code or underlying components of models, algorithms, and systems of the Services (except to the extent such restrictions are contrary to applicable law); (iii) use output from the Services to develop models that compete with Athenaemum; (iv) use any automated or programmatic method to extract data or output from the Services, including scraping, web harvesting, or web data extraction; (v) represent that output from the Services was human-generated when it is not; or (vi) use the Services in violation of any applicable laws and regulations (including any export control laws). You will comply with any rate limits and other requirements in our documentation.

2.5 User Conduct. You represent, warrant, and covenant that: (i) any User Content you transfer via the Services has been legally obtained and belong to you; (ii) you will not engage in any conduct that is or could be considered illegal, obscene, defamatory, threatening, intimidating, harassing, hateful or racially or ethnically offensive; (iii) you will not provide any false, inaccurate or misleading information while using the Services; (iv) you will not interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the Services; (v) you will not impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; (vi) you will not infringe, misappropriate or violate any intellectual property, privacy, publicity or other proprietary rights of Athenaemum or any third party; (vii) you will not disguise your location through IP proxying or other methods; (viii) you will not upload to the Services or otherwise provide to Athenaemum any sensitive or regulated data, information or other content (including but not limited to any information that is regulated by the Health Information Portability and Accountability Act, the Payment Card Industry Data Security Standard, the Gramm-Leach-Bliley Act, and other U.S. federal, state or foreign laws applying specific security standards); and (ix) you will not obtain or attempt to access or otherwise obtain any content or

information through any means not intentionally made available or provided for through the Services, including attempting to avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by us or any of our service providers or any other third party to protect the Services.

2.6 Confidentiality. In connection with the Services, you may be given access to certain Confidential Information of Athenaem. You may use Confidential Information only as needed to use the Services as permitted under this Agreement. You may not disclose Confidential Information to any third party, and you will protect Confidential Information in the same manner that you protect your own confidential information of a similar nature, using at least reasonable care. “**Confidential Information**” means nonpublic information that Athenaem or its affiliates or third parties designate as confidential or should reasonably be considered confidential under the circumstances, including software, specifications, and other nonpublic business information. Confidential Information does not include information that: (i) is or becomes generally available to the public through no fault of yours; (ii) you already possess without any confidentiality obligations when you received it under this Agreement; (iii) is rightfully disclosed to you by a third party without any confidentiality obligations; or (iv) you independently developed without using Confidential Information. You may disclose Confidential Information when required by law or the valid order of a court or other governmental authority if you give reasonable prior written notice to Athenaem and use reasonable efforts to limit the scope of disclosure, including assisting us with challenging the disclosure requirement, in each case where possible.

2.7 Third Party Services. Any third party software, services, or other products you use in connection with the Services are subject to their own terms, and we are not responsible for any such third party products.

### **3. Fees and Payments**

3.1 Fees and Billing. To the extent the Services are made available to you for a fee, you will pay all fees charged to your account (“**Fees**”) according to the prices and terms on the applicable pricing page, or as otherwise agreed between us in writing. We have the right to correct pricing errors or mistakes even if we have already issued an invoice or received payment. You will provide complete and accurate billing information including a valid and authorized payment method. We will charge your payment method on an agreed-upon periodic basis, but may reasonably change the date on which the charge is posted. You authorize Athenaem, and our third-party payment processor(s), to charge your payment method for the Fees. If your payment cannot be completed, we will provide you written notice and may suspend access to the Services until payment is received. Fees are payable in U.S. dollars and are due upon invoice issuance. Payments are nonrefundable except as provided in this Agreement.

3.2 Taxes. Unless otherwise stated, Fees do not include federal, state, local, and foreign taxes, duties, and other similar assessments (“**Taxes**”). You are responsible for all Taxes associated with your purchase, excluding Taxes based on our net income, and we may invoice you for such Taxes. You agree to timely pay such Taxes and provide us with documentation showing the payment, or additional evidence that we may reasonably require. Athenaem uses the name and address in your account

registration as the place of supply for tax purposes, so you must keep this information accurate and up-to-date.

3.3 Changes in Fees. We may change our prices by posting notice to your account and/or to our website. Price increases will be effective 14 days after they are posted, except for increases made for legal reasons or increases made to any free or beta services, which will be effective immediately. Any price changes will apply to the Fees charged to your account immediately after the effective date of the changes.

3.4 Free Tier. You may not create more than one account to benefit from credits provided in the free tier of the Services. If we believe you are not using the free tier in good faith, we may charge you standard fees or stop providing access to the Services.

#### **4. Term and Termination**

4.1 Termination; Suspension. This Agreement takes effect when you first use the Services and remain in effect until terminated. You may terminate this Agreement at any time for any reason by discontinuing the use of the Services. We may terminate this Agreement for any reason by providing you at least 30 days' advance notice. We may terminate this Agreement immediately upon notice to you if you materially breach this Agreement, if there are changes in relationships with third party technology providers outside of our control, or to comply with law or government requests. We may suspend your access to the Services, with or without notice, if you do not comply with this Agreement, if your use poses a security risk to us or any third party, or if we suspect that your use is fraudulent or could subject us or any third party to liability.

4.2 Effect on Termination. Upon termination, you will stop using the Services and you will promptly return or, if instructed by us, destroy any Confidential Information. The sections of this Agreement which by their nature should survive termination or expiration should survive, including but not limited to Sections 2.3, 2.4, 2.5 and 4-7.

#### **5. Indemnification; Disclaimer; Limitations on Liability**

5.1 Indemnity. You agree to hold harmless, release, defend, and indemnify us and our officers, directors, employees, contractors, agents, affiliates, and subsidiaries from and against all claims, damages, obligations, losses, liabilities, costs, and expenses arising from: (a) your access and use of our Services; or (b) your violation of any term or condition of this Agreement, the right of any third party, or any other applicable law, rule, or regulation.

5.2 General Disclaimer. THE SERVICES ARE PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS MAKE NO WARRANTIES (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) WITH RESPECT TO THE SERVICES, AND DISCLAIM ALL WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, AND QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR TRADE USAGE. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ACCURATE OR ERROR FREE, OR THAT ANY INPUT OR OUTPUT WILL BE SECURE OR NOT LOST OR ALTERED.

5.3 Limitations of Liability. UNDER NO CIRCUMSTANCES SHALL WE OR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, OR SUBSIDIARIES BE LIABLE TO YOU FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE PROPERTY, ARISING OUT OF OR RELATING TO ANY ACCESS OR USE OF OR INABILITY TO ACCESS OR USE OF OUR SERVICES, NOR WILL WE BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF OUR SERVICES OR THE INFORMATION CONTAINED WITHIN IT, WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF OUR SERVICES.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED IN THE AGGREGATE (A) THE AMOUNTS YOU HAVE PAID US TO US IN THE SIX (6) MONTHS PRECEDING THE DATE OF THE CLAIM OR (B) ONE HUNDRED U.S. DOLLARS (\$100.00 USD) OR ITS EQUIVALENT IN THE LOCAL CURRENCY OF THE APPLICABLE JURISDICTION.

THE FOREGOING LIMITATIONS WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

## 6. **Dispute Resolution By Binding Arbitration**

6.1 Agreement to Arbitrate. This Dispute Resolution by Binding Arbitration section is referred to in this Agreement as the “**Arbitration Agreement.**” You agree that any and all disputes or claims that have arisen or may arise between you and Athenaem, whether arising out of or relating to this Agreement (including any alleged breach thereof), the Services, and any aspect of the relationship or transactions between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Agreement, you and Athenaem are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

6.2 Prohibition of Class and Representative Actions and Non-Individualized Relief. YOU AND ATHENAEUM AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND ATHENAEUM AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON’S OR PARTY’S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY’S INDIVIDUAL CLAIM(S), EXCEPT

THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.

6.3 Pre-Arbitration Dispute Resolution. Athenaeum is always interested in resolving disputes amicably and efficiently, and most user concerns can be resolved quickly and to the user's satisfaction by emailing support at [support@athenaeum.ai](mailto:support@athenaeum.ai). If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("**Notice**"). The Notice to Athenaeum should be sent to Athenaeum AI, Inc., P.O. Box 387, Palo Alto, CA 94302 ("**Notice Address**"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Athenaeum and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Athenaeum may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Athenaeum or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Athenaeum is entitled.

6.4 Arbitration Procedures. Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("**AAA**") rules and procedures, including the AAA's Consumer Arbitration Rules (collectively, the "**AAA Rules**"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, <http://www.adr.org/consumer>, as may be updated from time to time. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of this Agreement as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under this Agreement and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless Athenaeum and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, Athenaeum agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

6.5 Costs of Arbitration. Payment of all filing, administration, and arbitrator fees (collectively, the "**Arbitration Fees**") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the value of the relief sought is \$75,000 or less, at your request, Athenaeum

will pay all Arbitration Fees. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, Athenaem will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Athenaem will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys' fees will be governed by the AAA Rules.

6.6 **Confidentiality.** All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

6.7 **Severability.** If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than Section 6.2 above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of Section 6.2 are invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of this Agreement will continue to apply.

6.8 **Future Changes to Arbitration Agreement.** Notwithstanding any provision in this Agreement to the contrary, Athenaem agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the Services, you may reject any such change by sending Athenaem written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement).

## **7. Miscellaneous**

7.1 **Entire Agreement.** These terms constitute the entire agreement between you and us with respect to the subject matter hereof. This Agreement supersedes any and all prior or contemporaneous written and oral agreements, communications and other understandings (if any) relating to the subject matter of the terms.

7.2 **Assignment.** You may not assign or transfer this Agreement, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer this Agreement without our prior written consent shall be null and void. We may freely assign or transfer this Agreement. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

7.3 **Notice.** We may provide any notice to you under this Agreement using commercially reasonable means, including using public communication channels. Notices we provide by using public communication channels will be effective upon posting.

7.4 Modifications. We may amend this Agreement from time to time by posting a revised version on the website, or if an update materially adversely affects your rights or obligations under this Agreement we will provide notice to you either by emailing the email associated with your account or providing an in-product notification. Those changes will become effective no sooner than 30 days after we notify you. All other changes will be effective immediately. Your continued use of the Services after any change means you agree to such change.

7.5 Equitable Remedies. You acknowledge that if you violate or breach this Agreement, it may cause irreparable harm to Athenaeum, and Athenaeum shall have the right to seek injunctive relief against you in addition to any other legal remedies.

7.6 Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any local, state, or federal government agency, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of this Agreement shall not be affected.

7.7 Governing Law. This Agreement will be governed by the laws of the State of California without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth below, you and Athenaeum agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within Santa Clara County, CA. The failure of Athenaeum to exercise or enforce any right or provision of this Agreement will 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.