

GENFIN.AI TERMS OF SERVICE

Last Updated: October 22, 2024

Welcome to Genfin.AI, operated by Generative Dev, Inc. (“**Genfin**,” “**we**,” “**our**”). Please read these Terms of Service (the “**Terms**”) carefully because they govern your use of the Genfin website located at genfin.ai (including all subdomains) (the “**Site**”), mobile or desktop applications that contain a link to these Terms (“**Apps**”), and the tools and other services made available through the Site and Apps (collectively, with the Site and Apps, the “**Services**”). By checking a box or clicking a button indicating your acceptance of these Terms, accepting a written or electronic ordering document (an “**Order**”) referencing these Terms, or by accessing or using the Services, you agree to be bound by these Terms. If you don’t agree to these Terms, you may not use the Services. If you are accessing and using the Services on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms. In that case, the terms “you” and “your” will refer to that company or entity.

ARBITRATION NOTICE: UNLESS YOU OPT OUT OF ARBITRATION WITHIN 30 DAYS FOLLOWING THE DATE YOU FIRST AGREE TO THESE TERMS BY FOLLOWING THE OPT-OUT PROCEDURES SPECIFIED IN SECTION 15 (DISPUTE RESOLUTION) BELOW, THESE TERMS WILL, WITH LIMITED EXCEPTIONS, REQUIRE RESOLUTION OF ALL CLAIMS BETWEEN US BY BINDING AND FINAL ARBITRATION SOLELY ON AN INDIVIDUAL BASIS, AND NOT AS PART OF A CLASS, REPRESENTATIVE OR CONSOLIDATED ACTION.

1. **Eligibility.** You may not use the Services if you are under the age of 13. If you are 13 or older, you may use the Services only if you are over the minimum age of consent required for entering into a valid contract in your country or jurisdiction. If you are 13 to 18, you may only use the Services with the permission of your parent or legal guardian. If you’re a parent or legal guardian, and you allow your child to use the Services, then these terms apply to you and you’re responsible for your child’s activity on the Services. If Genfin previously disabled your account for violating these Terms or any of our policies, or for legal reasons, you may not create a new account or use the Services without our written permission.
2. **Grant of Rights.** Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable right to access and use the Services for your internal business purposes solely as contemplated under these Terms. All rights not expressly granted to you in these Terms are reserved by Genfin and our licensors.
3. **Restrictions.** In connection with use of the Services, except as otherwise expressly authorized in these Terms, you will not, and will ensure your employees, contractors, and other persons associated with your Genfin account (“**Authorized Users**”) do not, and will not encourage or assist third parties to:
 - (a) access data not intended for you or log onto a server or an account which you are not authorized to access;
 - (b) use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to access, navigate, or search the Site, other than generally available third-party web browsers (e.g., Mozilla Firefox, Google Chrome, Microsoft Edge);

- (c) use any device, software or routine to interfere or attempt to interfere with the proper working of the Services or any activity being conducted on the Site, or take any action that imposes an unreasonably or disproportionately large load on the Genfin network or infrastructure;
- (d) probe, scan, or test the vulnerability of a Genfin system or network or to breach security or authentication measures without proper authorization;
- (e) interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Site or through the Service, overloading, “flooding,” “spamming,” “mailbombing” or “crashing”;
- (f) copy, modify, adapt, reproduce, reverse engineer, decompile, disassemble, or prepare derivative works from Genfin software, Genfin Content, or User Content that is not your own;
- (g) distribute viruses, malicious code, malware or any other technologies that may harm Genfin, the Services, or a user of the Services;
- (h) violate any applicable laws, rules, or regulations;
- (i) circumvent or violate any Genfin technical measures, security measures, or policies;
- (j) violate, infringe, or breach the rights of Genfin or a third party, including, but not limited to any copyrights, trademark rights, patent rights, trade secrets rights, rights of publicity or personality, moral rights, or any other proprietary rights;
- (k) submit to or through the Services any false, inaccurate, misleading, deceptive, defamatory, or libelous materials or User Content; or
- (l) use the Services to send unsolicited commercial email or other electronic messages (i.e., “spam”).

4. **Privacy.** The Genfin Privacy Policy explains how Genfin collects, stores, uses, shares, and protects the personal information you provide to Genfin, and is incorporated herein by reference. Information which qualifies as “personal information” or “personal data” under applicable privacy laws that is submitted for processing by the Services will be processed in accordance with the terms of the Privacy Policy. Please familiarize yourself with the Privacy Policy prior to using the Services.

5. **Accounts.** Use of some of the Services requires creation of a Genfin account. To access your account, Genfin will provide you with an access link, or may require you to choose a username and password. Alternatively, we may enable use of a third-party sign-in service (such as those provided by Google or Facebook) to register and login to the Services. When you authenticate into our Services using a third-party sign-in service, we store the name, email and other information provided by the third-party as part of your account profile. You represent and warrant that all registration information you provide (“**Account Information**”), whether directly or indirectly, is truthful, accurate, and complete, and that you will maintain the accuracy of such information. You are responsible and liable for maintaining control over your account, including the confidentiality of your account link, or your username and password (where applicable), and are solely responsible and liable for all activities that occur on or through your account and all Authorized Users’ accounts, whether authorized by you or not. If you believe that the security of your account has been compromised at any time (e.g., through theft or the unauthorized use of your password or account link), please notify us promptly at security@genfin.ai.

6. **Fees and Payment**

6.1. **Fees.** Use of some of the Services requires the payment of fees. Any applicable fees will be set forth on the Sites or in your Order.

6.2. Payment Terms

6.2.1. **Subscriptions.** When you purchase Services (each such purchase, a “**Subscription**”), you will be required to make payment using a payment method specified by Genfin. You authorize us or our third-party payment processor to charge the payment method used by you for such Services. You represent and warrant that you have the legal right to use all payment methods that you provide to us.

6.2.2. All prices are stated and solely payable in U.S. Dollars (unless otherwise stated during the payment process), non-cancelable, non-refundable (except as otherwise expressly set forth in these Terms), and not subject to setoff.

6.2.3. If you fail to pay the full amount owed to us, we may limit your access to the Services, in addition to any other rights or remedies we may have under these Terms or applicable law.

6.2.4. Unless expressly stated otherwise, if you received a special discount or other promotional offer in connection with a Subscription, you acknowledge that upon renewal of your Subscription, Genfin will renew the Subscription at the full applicable Subscription Fee at the time of renewal.

6.3. Authorization for Automatic Recurring Payments

6.3.1. All Subscriptions involve recurring fees (each, along with any applicable taxes and other charges are a “**Subscription Fee**”). Depending on the option chosen by you, those fees may recur periodically (e.g., each month, quarter, or year thereafter), at the then-current rate, or may be payable on such other schedule as Genfin may agree. Please note that our Subscription plans and Subscription Fees are subject to change in our discretion, although we will notify you before any such changes become effective and you may cancel your Subscription before such time if you do not agree to the revised plans or Subscription Fees.

6.3.2. By purchasing a Subscription, you acknowledge that your Subscription includes recurring payment obligations and you accept responsibility for all recurring payment obligations prior to cancellation of your Subscription by you or Genfin. Unless we have expressly agreed to other payment terms, we (or our third-party payment processor) will automatically charge you in accordance with the term of your Subscription (e.g., each month, quarter, or year), on the calendar day corresponding to the commencement of your Subscription using the payment information you have provided.

6.3.3. In the event your Subscription begins on a day not contained in a later month, your payment method will be charged on such other day as we deem appropriate. For example, if you started a monthly Subscription on January 31st, your next payment date is likely to be February 28th, and your payment method would be billed on that date.

6.3.4. Your Subscription continues until canceled by you or we terminate your access to or use of the Services or the Subscription in accordance with these Terms.

6.4. Canceling Subscriptions

6.4.1. You may cancel your Subscription at any time but please note that such cancellation will only be effective at the end of the then-current Subscription period. Unless required by law, YOU WILL NOT RECEIVE A REFUND OF ANY PORTION OF THE SUBSCRIPTION FEE PAID FOR THE THEN-CURRENT SUBSCRIPTION PERIOD AT THE TIME OF CANCELLATION.

6.4.2. To cancel, you can email us at support@genfin.ai and follow any instructions, if any, we provide to you in response to your cancellation request. We may also

enable cancellation through your account settings within the Services. If you cancel your Subscription, you will remain responsible for all Subscription Fees through the end of the then-current Subscription period.

6.4.3. Following cancellation of your Subscription, you may continue to use the applicable Services covered by your Subscription until the end of your then-current Subscription period, after which your ability to access the Services will terminate.

6.4.4. **Taxes.** Pricing does not include taxes, and you agree to: (a) pay all sales/use, gross receipts, value-added, GST, personal property, or other tax (including any interest and penalties) with respect to the transactions and payments under these Terms, other than taxes based on our income, employees, or real property; and (b) be responsible for any filing of any information or tax returns with respect thereto. If we were required to collect a tax and did not do so at the time of sale, we reserve the right to later charge you for the applicable tax.

6.4.5. **Refunds.** Except as otherwise set forth in these Terms, or as required by applicable law, all Subscription purchases are final and Genfin reserves the right, in its sole discretion, to provide or not provide a refund. If you are a consumer resident in a European Union country, you can choose to cancel your Subscription purchase for any or no reason within the first 14 days following the day on which you receive confirmation of your Subscription purchase. To meet the cancellation deadline, you must cancel your Subscription as described in these Terms before the 14-day period has expired. If you successfully submit a cancellation request within the required 14-day period, we will refund you the purchase price within 14 days following the date of receipt of your successful cancellation request. In making the refund, we will use the same means of payment as you used for your order, unless you and we agree otherwise.

7. **Beta Services**

7.1. Services clearly identified as "pilot" or "beta" Services (collectively, "**Beta Services**") are provided to you for testing and evaluation purposes only. Genfin may immediately and without advance notice cease providing Beta Services, or remove or modify features of Beta Services, for any reason without liability to you; provided that if Genfin ceases providing Beta Services for which you purchased a Subscription, Genfin will refund to you a pro-rata portion of any Subscription Fee paid by you applicable to the remainder of the Subscription period following the effective date of termination. Use of Beta Services may be subject to additional terms and conditions disclosed to you prior to Genfin providing you with access to the Beta Services, including, without limitation, an obligation to provide feedback about your use of the Beta Services and an obligation to keep confidential certain information regarding the Beta Services.

7.2. BETA SERVICES MAY CONTAIN ERRORS, DESIGN FLAWS, BUGS, OR OTHER PROBLEMS, AND IS PROVIDED FOR LIMITED EVALUATION ONLY. BETA SERVICES MAY NOT OPERATE PROPERLY OR BE FULLY FUNCTIONAL. ANY INFORMATION OBTAINED BY YOU THROUGH USE OF BETA SERVICES MAY NOT BE ACCURATE, COMPLETE, CORRECT, CURRENT, OR ERROR-FREE. USE OF BETA SERVICES MAY RESULT IN UNEXPECTED RESULTS, LOSS OF DATA OR COMMUNICATIONS, OR OTHER UNPREDICTABLE DAMAGE OR LOSS.

7.3. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS: (A) ALL BETA SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. GENFIN SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE; (B) THE TOTAL LIABILITY OF GENFIN ARISING OUT OF OR RELATED TO YOUR ACCESS TO OR USE OF BETA SERVICES SHALL NOT EXCEED \$100; (C) IN NO EVENT SHALL GENFIN HAVE LIABILITY FOR ANY INDIRECT,

INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (D) THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

8. **Content**

8.1. **User Content and Feedback**

8.1.1. As between Genfin and you, and to the extent permitted by applicable law: (a) you retain all ownership rights, including intellectual property rights, in all information, data, and other content uploaded by you to the Services ("**Input**"); and (b) you shall own all output generated through your use of the Services ("**Output**"). Genfin assigns to you all of Genfin's right, title, and interest, if any, in and to the Output, and Genfin does not claim any copyright in Output. Input and Output are referred to collectively as "**User Content**". NOTWITHSTANDING THE FOREGOING, YOU ACKNOWLEDGE THAT, DUE TO THE NATURE OF THE SERVICES AND ARTIFICIAL INTELLIGENCE PLATFORMS GENERALLY, OUTPUT GENERATED THROUGH YOUR USE OF THE SERVICES MAY NOT BE UNIQUE AND OTHER USERS OF THE SERVICES MAY OBTAIN SIMILAR OUTPUT FROM THEIR USE OF THE SERVICES. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING WHETHER YOUR USE OF OUTPUT IS APPROPRIATE AND LEGAL. You grant Genfin, its successors and assigns, a worldwide, non-exclusive, royalty-free, fully-paid, transferable, and sub-licensable right to use, reproduce, modify, adapt, publish, prepare derivative works of, distribute, and publicly display your User Content throughout the world in any media for the purpose of providing the Services, performing our obligations and exercising our rights under these Terms; provided that we will only use your Account Information for purposes of creating, maintaining, and administering your account and providing the Services to you.

8.1.2. Notwithstanding anything to the contrary in these Terms, you will not upload or provide User Content or otherwise post, transmit, distribute, or disseminate through the Services any material that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property rights; or (d) contains corrupted data or any other harmful, disruptive, or destructive files.

8.1.3. We have no obligation to monitor any User Content. However, we reserve the right to prohibit the uploading or submission of User Content and to remove User Content at any time and for any reason without notice, including User Content that, in our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Services, or which may expose Genfin or its customers or other persons to harm or liability of any nature. We take no responsibility and assume no liability for any User Content, including any loss or damage to any of your User Content. You should back up any User Content that you upload or submit to the Services.

8.1.4. You may submit comments, suggestions, and ideas about the Services ("**Feedback**"). Submitting Feedback is entirely voluntary, and Genfin will be free to use any Feedback you submit, as provided or as modified by us, as we fit without obtaining permission from you and without any obligation to you. Additionally, Genfin will have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Services, and related systems and technologies, and Genfin will be free (during and after the Term) to use such data and information to maintain, improve, and enhance any Genfin services.

8.1.5. You are solely responsible for the accuracy, content and legality of your User Content, and for backing up all User Content you submit to or through the Services. To the fullest extent permitted by applicable law, Genfin may delete any User Content you submit, at any time, with or without notice to you, and without incurring any liability to you.

8.2. **Genfin Content.** All rights, title, and interest in and to the Services and its components (including all intellectual property rights) will remain with and belong exclusively to Genfin or its licensors, including the rights to any text, graphics, images, music, software, audio, video, documents, works of authorship of any kind, and information or other materials that are made available by us through the Services, excluding User Content ("**Genfin Content**"). The Services, Genfin Content, the Genfin name, and the Genfin logo are protected by copyright, trademark, patent, and/or other laws of the United States and other countries. This Terms does not grant you any rights to use Genfin trademarks or service marks.

9. **Third-Party Sites and Services.**

10. References and links available on the Site or through the Services to any third parties, and to any products or services of such third parties, are provided solely as a convenience to you. Genfin does not endorse, recommend, approve of, or make any representations or warranties regarding any third parties or their products or services. From time to time, Genfin may provide links to third-party websites, or permit the Services to be integrated into various third-party software, services, or applications ("**Third-Party Services**"). Your access and/or use of Third-Party Services is at your own risk. Genfin is not responsible for the content of any Third-Party Services and does not make any representations regarding the performance of such Third-Party Services, their compatibility with the Services, or the content or accuracy of material on such Third-Party Services. Third Party Services may be subject to the terms and policies of their third-party providers ("**Third-Party Terms**"), in addition to the terms and policies of Genfin. For example, you may be required to agree to Third-Party Terms if you visit a third-party website or use a Third-Party Services. You are solely responsible for familiarizing yourself with, and complying with, the terms applicable to your use of such Third-Party Services, including any integration of the Services into such Third-Party Services. **Warranties and Disclaimers**

10.1. In the event of any loss or corruption of any data, including any User Content, associated with a Subscription, Genfin will use commercially reasonable efforts to restore the lost or corrupted data from the latest relevant backup maintained by Genfin. EXCEPT FOR THE FOREGOING, GENFIN WILL NOT BE RESPONSIBLE FOR ANY LOSS, DESTRUCTION, ALTERATION, UNAUTHORIZED DISCLOSURE, OR CORRUPTION OF ANY DATA.

10.2. We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness, or reliability of any Services, and we make no guarantees around data retention or preservation. EXCEPT AS SET FORTH IN SECTION 10.1, THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

10.3. The Services leverage state-of-the-art large language models (LLMs), including those sourced from providers such as OpenAI, to facilitate user interactions, aid in providing Output, and otherwise in connection with providing the Services. You should understand that while LLMs are advanced, they operate based on patterns and data and may not always provide expected or desired Outputs. Genfin does not screen, filter, or otherwise review information, services, resources, content, other data or materials provided by those LLMs, and note that they

may contain errors, inaccuracies or omissions. Neither the Services, nor any Output generated through the Services, should be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the Services or the Output is at your own risk.

10.4. The artificial intelligence (AI) functionalities of the Services engage users in a conversational manner. While the Services endeavor to understand and interpret user input accurately, there may be instances of misinterpretation or ambiguity due to the inherent limitations of AI.

10.5. You are advised to exercise judgment and discretion when acting upon Outputs provided by the Services. The AI functionalities of the Services are tools, and their guidance should be considered alongside human expertise. Genfin shall not be held responsible for any decisions or actions taken by you based on suggestions provided by the Services' AI functionalities.

10.6. You represent and warrant that, for the duration of these Terms, you will access and use the Services in accordance with these Terms and with any laws, rules, and regulations applicable to your use of the Services. Without limiting the foregoing, you further represent that (i) you have (and will maintain) all rights, consents, licenses, and permissions required by law to submit Input to or through the Services, and to transmit, store, and otherwise process User Content via the Services; (ii) the collection, use, and processing of your User Content by Genfin in accordance with these Terms will not violate any law or rights of others; and (iii) your Input will not include any data, information, or materials that would, where incorporated into Output, cause Genfin or to become subject to a license, agreement, or other terms or obligations not incorporated into these Terms.

11. **Indemnification.** You will indemnify and hold harmless Genfin and its officers, directors, employees, and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your access to or use of the Services, (ii) your User Content; and (iii) your violation of these Terms (including any breach of your representations, warranties, and obligations herein).

12. **Limitations of Liability**

12.1. GENFIN WILL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, SYSTEM FAILURE, OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT GENFIN HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

12.2. IN NO EVENT WILL GENFIN'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE AMOUNTS YOU HAVE PAID TO GENFIN IN THE PRECEDING TWELVE MONTHS FOR THE SERVICES, OR IF YOU HAVE NOT HAD ANY SUCH PAYMENT OBLIGATIONS, ONE HUNDRED UNITED STATES DOLLARS (\$100).

12.3. Each provision of these terms that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is to allocate the risks of these terms between the parties. This allocation is reflected in the pricing offered by Genfin to you and is an essential element of the basis of the bargain between the parties.

12.4. Some jurisdictions do not allow limitations of liability, so the foregoing limitations may not apply to you. The limitations in this Section 12 will apply to the maximum extent not prohibited by applicable law and notwithstanding the failure of essential purpose of any limited remedy in these Terms.

13. **Term, Suspension and Termination**

13.1. The Terms commence on the date you accept the Terms and will remain in full force and effect while you use the Services, unless terminated earlier in accordance with these Terms.

13.2. You may terminate any Subscription in accordance with Section 6.4, in which event these Terms will terminate.

13.3. We may suspend or terminate your access to and use of the Services at any time, at our sole discretion, with or without notice to you, and without liability to you, provided that if Genfin does so and the suspension or termination is not due to your breach of these Terms, Genfin will refund to you a pro-rata portion of any Subscription Fee paid by you applicable to the remainder of the Subscription period following the effective date of suspension or termination. If we terminate your access to and use of the Services, these Terms will terminate.

13.4. Upon termination of these Terms, your right to access and to use the Services shall automatically terminate, and you will have no further access to User Content hosted or stored on the Services. Genfin shall have no obligation to make User Content available to you for download after the end of your then-current Subscription period. All provisions of these Terms which by their nature should survive termination, will survive, including without limitation ownership provisions, warranty disclaimers, limitations of liability, and indemnification provisions.

14. **Copyright Policy (Digital Millennium Copyright Act of 1998)**

14.1. Genfin respects copyright law and expects its users to do the same. Genfin will terminate access to and use of the Services of users who violate others' copyrights.

14.2. **Copyright Agent.** Genfin's copyright agent for notification of claims of copyright infringement can be reached as follows:

Genfin Copyright Agent

legal@genfin.ai

5432 Geary Blvd., Unit #658, San Francisco, CA 94121

14.3. **Notification of Copyright Infringement**

14.3.1. If you believe that your work has been copied in a way that constitutes infringement on the Site, please send a notification to Genfin's copyright agent which includes the following:

- (a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed (the "**Complaining Party**");
- (b) Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at the Site;
- (c) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Genfin to locate the material;

- (d) Information reasonably sufficient to permit Genfin to contact the Complaining Party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
- (e) A statement that the Complaining Party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (f) A statement that the information in the notification is accurate, and under penalty of perjury, that the Complaining Party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

14.3.2. Receipt of Notification. Upon receipt of the written notification containing the information described above:

- (a) Genfin will remove or disable access to the material that is alleged to be infringing;
- (b) Genfin will forward the written notification to such alleged infringer (the “**Alleged Infringer**”); and
- (c) Genfin will take reasonable steps to promptly notify the Alleged Infringer that it has removed to that access to the allegedly infringing material has been disabled.

14.3.3. Counter Notification. An Alleged Infringer may submit a Counter Notification to contest the claim of alleged infringement. To be effective, a Counter Notification must be a written communication provided to Genfin’s copyright agent that includes substantially the following:

- (a) A physical or electronic signature of the Alleged Infringer;
- (b) Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- (c) A statement under penalty of perjury that the Alleged Infringer has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
- (d) The Alleged Infringer's name, address, and telephone number, and a statement that the Alleged Infringer consents to the jurisdiction of Federal District Court for the judicial district in which the Alleged Infringer's address is located, or if the Alleged Infringer's address is outside of the United States, for any judicial district in which Genfin may be found, and that the Alleged Infringer will accept service of process from the person who provided notification or an agent of such person.

14.3.4. Receipt of Counter Notification. Upon receipt of a Counter Notification containing the information described above:

- (a) Genfin will promptly provide the Complaining Party with a copy of the Counter Notification;
- (b) Genfin will inform the Complaining Party that it will replace the removed material or cease disabling access to it within ten (10) business days; and
- (c) Genfin will replace the removed material or cease disabling access to the material within ten (10) to fourteen (14) business days following receipt of the Counter Notification, provided Genfin copyright agent has not received notice from the Complaining Party that an action has been filed seeking a court order to restrain

Alleged Infringer from engaging in infringing activity relating to the material on Genfin's network or system.

15. DISPUTE RESOLUTION

15.1. AGREEMENT TO ARBITRATE DISPUTES. YOU AND GENFIN BOTH AGREE TO RESOLVE DISPUTES RELATED TO YOUR USE OF THE SERVICES OR THESE TERMS (EACH, A "**CLAIM**") IN BINDING ARBITRATION INSTEAD OF COURT, EXCEPT THAT EITHER PARTY MAY BRING SUIT IN COURT TO ENJOIN THE INFRINGEMENT OR OTHER MISUSE OF INTELLECTUAL PROPERTY RIGHTS OR BRING A SUIT IN SMALL CLAIMS COURT.

15.2. Arbitration Procedures

What is Arbitration?

Arbitration does not involve a judge or jury. Instead, a neutral person (the arbitrator) hears each party's side of the dispute and makes a decision that is finally binding on both parties. The arbitrator can award the same relief as a court could, including monetary damages. While court review of an arbitration award is limited, if a party fails to comply with the arbitrator's decision, then the other party can have the arbitration decision enforced by a court. BY ENTERING INTO THESE TERMS, YOU AND GENFIN ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY.

Can a Claim be part of a class action or similar proceeding?

NO. YOU AGREE TO RESOLVE YOUR CLAIMS WITH GENFIN SOLELY ON AN INDIVIDUAL BASIS, AND NOT AS PART OF A CLASS, REPRESENTATIVE OR CONSOLIDATED ACTION. GENFIN AGREES TO DO THE SAME, WHETHER OR NOT YOU OPT OUT OF ARBITRATION. ACCORDINGLY, UNLESS YOU OPT OUT OF ARBITRATION, YOU AND GENFIN ARE BOTH ARE WAIVING THE RIGHT TO PURSUE OR HAVE A DISPUTE RESOLVED AS A PLAINTIFF OR MEMBER IN ANY CLASS, REPRESENTATIVE OR CONSOLIDATED ACTION.

What rules apply in the arbitration?

The arbitration will be conducted under the American Arbitration Association ("**AAA**"). If you are a consumer, the Consumer Arbitration Rules will apply. If you are a business, the Commercial Arbitration Rules will apply. The AAA Consumer Arbitration Rules and Commercial Arbitration Rules are available at www.adr.org/Rules or by calling 1-800-778-7879.

How will the arbitration be conducted? How much does it cost?

The arbitration will be conducted by the AAA or a comparable arbitration body in the event the AAA is unable to conduct the arbitration. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.

If you are a consumer, then unless the arbitrator finds your Claim frivolous, we'll pay for all filing, administration and arbitrator fees if your Claim is for less than \$10,000, and we won't seek our attorneys' fees and costs if we prevail in the arbitration. The arbitration may be conducted in writing, remotely (e.g., by videoconference), in San Francisco, CA, USA or at some other location that Genfin and you both agree to.

How do I start an arbitration proceeding?

To begin an arbitration proceeding against us, send a letter requesting arbitration and describing your Claim by email to legal@genfin.ai, or by mail to Generative Dev, Inc., 5432 Geary Blvd., Unit #658, San Francisco, CA 94121. If we request arbitration against you we will give you notice at the email address or street address you provided.

15.3. Instructions For Opting Out Of Arbitration. If you don't want to agree to arbitrate your Claims as explained above, then you can opt-out of this arbitration agreement by notifying us of your decision by email to legal@genfin.ai, or by mail to Generative Dev, Inc., 5432 Geary Blvd., Unit #658, San Francisco, CA 94121. You must opt out within 30 days of the date you first agree to these Terms or any updated Terms.

15.4. Dispute Resolution In The Absence Of Arbitration. The sole jurisdiction and venue for any Claims that are not handled by arbitration will be the state and U.S. federal courts located in San Francisco, CA, USA, and both Genfin and you consent to the jurisdiction of such courts.

16. Miscellaneous

16.1. Marketing. Genfin may use your name and logo to identify you as a Genfin customer on the Site and in other Genfin marketing materials.

16.2. No Contingency on Future Releases and Improvements. You acknowledge that, regardless of any public comments we may make, orally or in writing, regarding any possible future functionality or features, your purchase of a Subscription is not contingent on the delivery by us of any future release of any functionality or feature, including without limitation, the continuance of: (i) a certain Service beyond its current Subscription Term; or (ii) any third-party services.

16.3. Force Majeure. Genfin will not be liable for, or be considered to be in breach of or default under these Terms, on account of any delay or failure to perform as required by these Terms as a result of any cause or condition beyond its reasonable control, so long as it uses commercially reasonable efforts to avoid or remove those causes of non-performance.

16.4. Notices. Any notices or other communications provided by Genfin under these Terms, including those regarding modifications to these Terms, will be given by Genfin: (i) via e-mail; (ii) via a notice within your account; or (iii) by posting to the Site. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

16.5. Severability. The invalidity or unenforceability of any provision of these Terms will not affect the validity or enforceability of any other provision hereof and it is the intent and agreement of the parties that these Terms will be deemed amended by modifying such provision to the extent necessary to render it valid, legal, and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is legal and enforceable and that achieves the same objective.

16.6. Assignment. These Terms (and your access to any of the Services) are not assignable or transferable by you without our prior written consent. Any purported assignment in violation of this section is null and void.

16.7. Relationship of Parties. No agency, partnership, joint venture, or employment is created as a result of these Terms, and neither party has any authority of any kind to bind the other party in any respect whatsoever.

16.8. Governing Law. These Terms will be governed by the laws of the State of California without regard to its conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed.

16.9. **Questions.** If you have any questions about the Services, please contact Genfin at support@genfin.ai.