

AIPhilly

Terms of Service

Last Updated: March 31, 2024

Welcome to AI Philadelphia, Inc., together with its affiliates and assigns (referred to herein as “**AIPhilly**,” “**we**,” or “**us**”) and our websites, including but not limited to aiphilly.tech (“**Site**”), along with other related services provided by us, including the AIPhilly event and hackathon (collectively, the “**Service**”). These Terms of Service are a legally binding contract between you and AIPhilly regarding your use of the Service.

PLEASE READ THE FOLLOWING TERMS CAREFULLY:

BY CLICKING “I ACCEPT,” OR BY ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICE, YOU AGREE TO BE BOUND BY, THE FOLLOWING (AS APPLICABLE):

- THESE TERMS OF SERVICE:
- PRIVACY POLICY:
- RULES, RELEASE AND WAIVER
- CONTRIBUTOR PROPOSAL AGREEMENT

(COLLECTIVELY, REFERRED TO HEREIN AS THESE “**TERMS**”).

IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SERVICE. YOUR USE OF THE SERVICE, AND OUR PROVISION OF THE SERVICE TO YOU, CONSTITUTES AN AGREEMENT BY AIPHILLY AND BY YOU TO BE BOUND BY THESE TERMS.

ARBITRATION NOTICE. Except for certain kinds of disputes described in Section 19, you agree that disputes arising under these Terms will be resolved by binding, individual arbitration, and BY ACCEPTING THESE TERMS, YOU AND AIPHILLY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING.

- 1. AIPhilly Overview.** AI Philly is a gathering and hackathon designed for artificial intelligence enthusiasts, designers, and developers, with a focus on exploring the potential of AI technologies. AI Philly is supported entirely by the community and aims to highlight Philadelphia as a hub for nurturing advancements in artificial intelligence and shaping the future of the field.
- 2. Eligibility.** You must be at least 18 years old to use the Service. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 18 years old; (b) you have not previously been suspended or removed from the Service; and (c) your registration and use of the Service is in compliance with any and all applicable laws and regulations. If you are entering into These Terms on behalf of an entity, organization, or company, you represent and warrant that you have authority to bind the entity, organization or company to these Terms and that the entity, organization or company agrees to be bound by these Terms.

3. Account and Registration. To access certain features of the Service, you must register for an account on the Service ("**Account**"). When you register for an Account, you are required to register with a valid email address and wallet address. You agree that the information you provide to us is accurate, complete, and not misleading, and that you will keep it accurate and up to date at all times. When you register, you will be asked to create a password. You are solely responsible for maintaining the confidentiality of your Account and password, and you accept responsibility for all activities that occur under your Account. If you believe that your Account is no longer secure, then you should immediately notify us at legal@aiphilly.tech.

4. Fees; Payment Methods.

4.1 AIPhilly reserves the right to set all prices for fees to access some of our services ("**Fees**"), and may change Fees for any feature of the Service, including additional fees or charges, with or without advance notice to you. Before you pay any Fees, you will have an opportunity to review and accept the Fees that you will be charged. All Fees are in U.S. Dollars and are non-refundable. You are solely responsible for all Fees, and all applicable taxes, associated with the Service, and you may be charged with fees or charges that are incidental to any chargeback or collection of any unpaid amount, including collection fees.

4.2 You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Site. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. You agree to pay all charges or fees at the prices then in effect for your purchases, and you authorize us to charge your chosen payment provider for any such amounts upon making your purchase. If your purchase is subject to recurring charges, then you consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until you notify us of your cancellation.

4.3 To make purchases, you may need to provide certain payment details ("**Payment Details**") to our third-party payment processors, such as a valid credit card. All information that you upload to the Service is governed by our Privacy Policy. You agree that all Payment Details you provide are accurate, complete, and not misleading, and that you will keep them accurate and up to date at all times. The first time that you make a purchase, AIPhilly or its third-party payment processor may perform a pre-authorization of your credit card prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase. You may also be required to undergo a "know-your-customer" ("**KYC**") and anti-money laundering ("**AML**") process pursuant to applicable law. These processes are performed by third-party service providers, and you may be subject to such third parties' terms and conditions and privacy policies. AIPhilly has no control over and bears no responsibility to you regarding any KYC or AML process. You authorize AIPhilly and its third-party payment processors to charge all sums for purchases you make, including all applicable taxes, to the Payment Details that you provide. AIPhilly will not be

responsible for any delay or failure of a transaction on account of errors, lack of processing capacity or other failure of its third-party payment processors, or for any disclosures by such third parties of any information about you.

4.4 We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment. We also reserve the right to refuse any order placed through the Site.

4.5 We accept the following forms of payment: Visa, Mastercard, American Express, Discover, Crypto: Ethereum, USDC, and select other crypto tokens.

4.6 Credit card payment processing services are provided by Stripe, Inc. ("**Stripe**"), which includes their [Terms of Service](#) (collectively, the "**Services Agreement**") and any other credit card payment processing services we may use. You agree to be bound by the Services Agreement, as the same may be modified by the payment processing services from time to time. As a condition to us enabling credit card payment processing services through Stripe and other services, you agree to provide us with accurate and complete information, and you authorize us to share any such information with the processing services, as well as transaction information related to your use of the payment processing services provided by the processing services. In all cases, standard credit card or other third party processing fees apply in addition to any Fees. We are not responsible for the performance of any third party credit card processing or third-party payment services.

5. Electronic Wallet Terms

5.1 Access.

To access certain features of the Service, you may be required to use a supported electronic crypto wallet (e.g., MetaMask) (a "**Supported Electronic Wallet**") which the Service will use to, among other things, verify your Account (as applicable). You hereby authorize AIPhilly to access your Supported Electronic Wallet for the foregoing purposes. AIPhilly does not assume any liability with respect to any Supported Electronic Wallet. You must familiarize yourself with the terms of use, technology, and security protocols of any Supported Electronic Wallet.

5.2 Your Electronic Wallet.

You represent to AIPhilly that your account on any Supported Electronic Wallet used by you in connection with the Service is owned or controlled exclusively and directly by you and no other person other than those authorized by you to act on your behalf (e.g., a trustee).

5.3 Risk from Hacking and Theft.

Hackers may seek to access your Supported Electronic Wallet through multiple means, including, but not limited to, phishing and other fraudulent

communications. YOU ARE SOLELY RESPONSIBLE FOR ANY LOSSES THAT ARISE FROM YOUR CLICKING ON ANY LINKS FROM A THIRD PARTY, EVEN IF SUCH THIRD PARTY APPEARS TO BE AIPHILLY.

6. Licenses

6.1 Limited License.

Subject to your complete and ongoing compliance with these Terms, AIPhilly grants you, solely for your personal, non-commercial use, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to: (a) install and use one object code copy of any mobile or other downloadable application associated with the Service (whether installed by you or pre-installed on your mobile device by the device manufacturer or a wireless telephone provider) on a mobile device that you own or control; and (b) access and use the Service.

6.2 License Restrictions.

Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (a) reproduce, distribute, publicly display, publicly perform, or create derivative works of the Service; (b) make modifications to the Service; or (c) interfere with or circumvent any feature of the Service, including any security or access control mechanism. If you are prohibited under applicable law from using the Service, then you may not use it.

6.3 Feedback.

We respect and appreciate the thoughts and comments from our users. If you choose to provide input and suggestions regarding existing functionalities, problems with or proposed modifications or improvements to the Service ("**Feedback**"), then you hereby grant AIPhilly an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right and license to exploit the Feedback in any manner and for any purpose, including to improve the Service and create other products and services. We will have no obligation to provide you with attribution for any Feedback you provide to us.

7. Ownership; Proprietary Rights.

7.1 Content.

The Service is owned and operated by AIPhilly. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Service provided by AIPhilly ("**Materials**") are protected by intellectual property and other laws. All Materials included in the Service are the property of AIPhilly or its third-party licensors. Except as expressly authorized by AIPhilly, you may not

make use of the Materials. There are no implied licenses in these Terms and AIPhilly reserves all rights to the Materials not granted expressly in these Terms.

7.2 Marks.

Any AIPhilly trademarks, service marks, and logos (collectively, the “**AIPhilly Marks**”) used and displayed on the Service are AIPhilly’s registered or unregistered trademarks or service marks. Any other product and service names located on any part of the Service may be trademarks or service marks owned by third parties (collectively with the AIPhilly Marks, the “**Marks**”). Except as otherwise permitted by law, you may not use the Marks to disparage AIPhilly or the applicable third party, AIPhilly’s or a third party’s products or services, or in any manner (using commercially reasonable judgment) that may damage any goodwill in the Marks. You may not use any Marks as part of a link to or from any website without AIPhilly’s prior express written consent. All goodwill generated from the use of any AIPhilly Marks will inure solely to AIPhilly’s benefit.

8. Third-Party Terms

8.1 Third-Party Services and Linked Websites.

AIPhilly may provide tools through the Service that enable you to export information to third-party services, including through features that allow you to link your Account with an account on the third-party service. By using one of these tools, you hereby authorize AIPhilly to transfer that information to the applicable third-party service. Third-party services are not under AIPhilly’s control, and, to the fullest extent permitted by law, AIPhilly is not responsible for any third-party service’s use of your exported information. The Service may also contain links to third-party websites. Linked websites are not under AIPhilly’s control, and AIPhilly is not responsible for their content. Please be sure to review the terms of use and privacy policy of any third-party services before you share any information with such third-party services. Once sharing occurs, AIPhilly will have no control over the information that has been shared.

8.2 Third-Party Software.

The Service may include or incorporate third-party software components that are generally available free of charge under licenses granting recipients broad rights to copy, modify, and distribute those components (“**Third-Party Components**”). Although the Service is provided to you subject to these Terms, nothing in these Terms prevents, restricts, or is intended to prevent or restrict you from obtaining Third-Party Components under the applicable third-party licenses or to limit your use of Third-Party Components under those third-party licenses.

9. User Content

9.1 User Content Generally.

Certain features of the Service may permit users to submit, upload, publish,

broadcast, or otherwise transmit ("**Post**") content to the Service, including approved social media posts, messages, reviews, photos, video or audio (including sound or voice recordings and musical recordings embodied in the video or audio), images, folders, data, text, and any other works of authorship or other works ("**User Content**"). You retain any copyright and other proprietary rights that you may hold in the User Content that you Post to the Service, subject to the licenses granted in these Terms.

9.2 Limited License Grant to AIPhilly.

By Posting User Content to or via the Service, you grant AIPhilly a worldwide, non-exclusive, irrevocable, royalty-free, fully paid right and license (with the right to sublicense through multiple tiers) to host, store, transfer, publicly display, publicly perform (including by means of a digital audio transmission), communicate to the public, reproduce, modify for the purpose of formatting for display, create derivative works as authorized in these Terms, and distribute your User Content, in whole or in part, in any media formats and through any media channels, in each instance whether now known or hereafter developed. You agree to pay all monies owing to any person or entity resulting from Posting your User Content and from AIPhilly's exercise of the license set forth in this Section.

9.3 Specific Rules for Photographs and Images.

If you Post a photograph or image to the Service that includes one or more persons, you hereby grant such persons and their administrators, guardians, heirs, and trustees, if any, an irrevocable, perpetual, royalty free, fully paid-up, worldwide license to reproduce, distribute, and publicly display that photograph for personal use and through any online platform or service, including the Service, Facebook, Instagram, and Twitter, but not to promote any third-party product, good, or service. The license contained in this Section does not permit the subject of any photo or their administrators, guardians, heirs, or trustees to sell that image or photograph, whether on a standalone basis or as embodied in any product.

9.4 You Must Have Rights to the Content You Post; User Content Representations and Warranties.

You must not Post User Content if you are not the owner of or are not fully authorized to grant rights in all of the elements of that User Content. AIPhilly disclaims any and all liability in connection with User Content. You are solely responsible for your User Content and the consequences of providing User Content via the Service. By providing User Content via the Service, you affirm, represent, and warrant to us that:

- (a) you are the creator and owner of the User Content, or have the necessary licenses, rights, consents, and permissions to authorize AIPhilly and users of the Service to use and distribute your User Content as necessary to exercise the licenses granted by you in this Section, in the manner contemplated by AIPhilly, the Service, and these Terms;

- (b) your User Content, and the Posting or other use of your User Content as contemplated by these Terms, does not and will not: (i) infringe, violate, misappropriate, or otherwise breach any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property, contract, or proprietary right; (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (iii) cause AIPhilly to violate any law or regulation or require us to obtain any further licenses from or pay any royalties, fees, compensation or other amounts or provide any attribution to any third parties; and
- (c) your User Content could not be deemed by a reasonable person to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate.

9.5 User Content Disclaimer.

We are under no obligation to edit or control User Content that you or other users Post and will not be in any way responsible or liable for User Content. AIPhilly may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in our sole judgment violates these Terms, is alleged to violate the rights of third parties, or is otherwise objectionable. You understand that, when using the Service, you will be exposed to User Content from a variety of sources and acknowledge that User Content may be inaccurate, offensive, indecent, or objectionable. You agree to waive, and do waive, any legal or equitable right or remedy you have or may have against AIPhilly with respect to User Content. If notified by a user or content owner that User Content allegedly does not conform to these Terms, we may investigate the allegation and determine in our sole discretion whether to remove the User Content, which we reserve the right to do at any time and without notice. For clarity, AIPhilly does not permit infringing activities on the Service.

10. Monitoring Content.

AIPhilly does not control and does not have any obligation to monitor: (a) User Content; (b) any content made available by third parties; or (c) the use of the Service by its users. You acknowledge and agree that AIPhilly reserves the right to, and may from time to time, monitor any and all information transmitted or received through the Service for operational and other purposes. If at any time AIPhilly chooses to monitor the content, then AIPhilly still assumes no responsibility or liability for content or any loss or damage incurred as a result of the use of content. During monitoring, information may be examined, recorded, copied, and used in accordance with our Privacy Policy (defined below). AIPhilly may block, filter, mute, remove or disable access to any User Content uploaded to or transmitted through the Service without any liability to the user who Posted such User Content to the Service or to any other users of the Service.

11. Communications

11.1 Marketing Emails.

We may send you emails concerning our events, products and/or services, as well as those promoting third-party content. You may opt out of promotional emails by following the unsubscribe instructions in the promotional email itself.

12. Prohibited Conduct.

BY USING THE SERVICE, YOU AGREE NOT TO:

- 12.1 use the Service for any illegal purpose or in violation of any local, state, national, or international law;
- 12.2 harass, threaten, demean, embarrass, bully, or otherwise harm any other user of the Service;
- 12.3 violate, encourage others to violate, or provide instructions on how to violate, any right of a third party, including by infringing or misappropriating any third-party intellectual property right;
- 12.4 violate the AIPhilly Rules, Release and Waiver ("**Code of Conduct**") located here <https://www.aiphilly.tech/legal>
- 12.5 access, search, or otherwise use any portion of the Service through the use of any engine, software, tool, agent, device, or mechanism (including spiders, robots, crawlers, and data mining tools) other than the software or search agents provided by AIPhilly;
- 12.6 interfere with security-related features of the Service, including by: (a) disabling or circumventing features that prevent or limit use, printing or copying of any content; or (b) reverse engineering or otherwise attempting to discover the source code of any portion of the Service except to the extent that the activity is expressly permitted by applicable law;
- 12.7 interfere with the operation of the Service or any user's enjoyment of the Service, including by: (a) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (b) making any unsolicited offer or advertisement to another user of the Service; (c) collecting personal information about another user or third party without consent; or (d) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service;
- 12.8 perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation or identity, accessing any other Service account without

permission or by means of any deceitful measure, including with the intent to defraud another user, or falsifying your age or date of birth;

12.9 sell or otherwise transfer the access granted under these Terms or any Materials (as defined in Section 7) or any right or ability to view, access, or use any Materials; or

12.10 attempt to do any of the acts described in this Section 12 or assist or permit any person in engaging in any of the acts described in this Section 12.

13. Intellectual Property Rights Protection

13.1 Respect of Third Party Rights.

AIPhilly respects the intellectual property rights of others, takes the protection of intellectual property rights very seriously, and asks users of the Service to do the same. Infringing activity will not be tolerated on or through the Service.

13.2 DMCA Notification.

We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. § 512, as amended). If you have an intellectual property rights-related complaint about any material on the Service, you may contact our Designated Agent at the following address:

AI Philadelphia Inc
100 Station Landing Unit 907
Medford, MA 02115
Email: legal@aiphilly.tech

13.3 Procedure for Reporting Claimed Infringement.

If you believe that any content made available on or through the Service has been used or exploited in a manner that infringes an intellectual property right

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you own or control, then please promptly send a written “**Notification of Claimed Infringement**” to the Designated Agent identified above containing the following information:

- (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
- (b) a description of the copyrighted work or other intellectual property right that you claim has been infringed;
- (c) a description of the material that you claim is infringing and where it is located on the Service;

- (d) your address, telephone number, and email address;
- (e) a statement by you that you have a good faith belief that the use of the materials on the Service of which you are complaining is not authorized by the copyright or other intellectual property right owner, its agent, or the law; and
- (f) a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or other intellectual property right owner or authorized to act on the copyright or intellectual property owner's behalf.

Your Notification of Claimed Infringement may be shared by AIPhilly with the user alleged to have infringed a right you own or control as well as with the operators of publicly available databases that track notifications of claimed infringement, and you consent to AIPhilly making such disclosures. You should consult with your own lawyer or see 17 U.S.C. § 512 to confirm your obligations to provide a valid notice of claimed infringement.

13.4 Repeat Infringers.

AIPhilly's policy is to: (a) remove or disable access to material that AIPhilly believes in good faith, upon notice from an intellectual property rights owner or authorized agent, is infringing the intellectual property rights of a third party by being made available through the Service; and (b) in appropriate circumstances, to terminate the accounts of and block access to the Service by any user who repeatedly or egregiously infringes other people's copyright or other intellectual property rights. AIPhilly will terminate the accounts of users that are determined by AIPhilly to be repeat infringers. AIPhilly reserves the right, however, to suspend or terminate accounts of users in our sole discretion.

13.5 Counter Notification.

If you receive a notification from AIPhilly that material made available by you on or through the Service has been the subject of a Notification of Claimed Infringement, then you will have the right to provide AIPhilly with what is called a "**Counter Notification**." To be effective, a Counter Notification must be in writing, provided to AIPhilly Designated Agent through one of the methods identified in Section 13.2, and include substantially the following information:

- (a) your physical or electronic signature;
- (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 you have 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) your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if you are residing outside of the United States, then for any judicial district in which AIPhilly may be found, and that you will accept service of process from the person who provided notification under Section 13.2 above or an agent of that person. A party submitting a Counter Notification should consult a lawyer or see 17 U.S.C. § 512 to confirm the party's obligations to provide a valid counter notification under the Copyright Act.

13.6 Reposting of Content Subject to a Counter Notification.

If you submit a Counter Notification to AIPhilly in response to a Notification of Claimed Infringement, then AIPhilly will promptly provide the person who provided the Notification of Claimed Infringement with a copy of your Counter Notification and inform that person that AIPhilly will replace the removed User Content or cease disabling access to it in 10 business days, and AIPhilly will replace the removed User Content and cease disabling access to it not less than 10, nor more than 14, business days following receipt of the Counter Notification, unless AIPhilly's Designated Agent receives notice from the party that submitted the Notification of Claimed Infringement that such person has filed an action seeking a court order to restrain the user from engaging in infringing activity relating to the material on AIPhilly's system or network.

13.7 False Notifications of Claimed Infringement or Counter Notifications.

The Copyright Act provides at 17 U.S.C. § 512(f) that: "[a]ny person who knowingly materially misrepresents under [Section 512 of the Copyright Act (17 U.S.C. § 512)] (1) that material or activity is infringing, or (2) that material or activity was removed or disabled by mistake or misidentification, will be liable for any damages, including costs and attorneys' fees, incurred by the alleged infringer, by any copyright owner or copyright owner's authorized licensee, or by a service provider, who is injured by such misrepresentation, as the result of AIPhilly relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing, or in replacing the removed material or ceasing to disable access to it." AIPhilly reserves the right to seek damages from any party that submits a Notification of Claimed Infringement or Counter Notification in violation of the law.

14. Modification of Terms.

We may, from time to time, change these Terms. Please check these Terms periodically for changes. Revisions will be effective immediately. We may require that you accept modified Terms in order to continue to use the Service. If you do not agree to the modified Terms, then you should remove your User Content and discontinue your use of the Service. Notwithstanding the preceding sentence of

this section, no modifications to these Terms will apply to any dispute between you and AlPhilly that arose prior to the date of such modification.

15. Term, Termination, and Modification of the Service

15.1 Term.

These Terms are effective beginning when you accept the Terms or first access or use the Service, and ending when terminated as described in Section 15.2.

15.2 Termination.

If you violate any provision of these Terms, then your authorization to access the Service and these Terms automatically terminate. In addition, AlPhilly may, at its sole discretion, terminate these Terms or your Account, or suspend or terminate your access to the Service, at any time for any reason or no reason, with or without notice, and without any liability to you arising from such termination.

15.3 Effect of Termination.

Upon termination of these Terms: (a) your license rights will terminate and you must immediately cease all use of the Service; (b) you will no longer be authorized to access your Account or the Service; and (c) all definitions, and Sections 6 through 18 will survive. If your Account has been terminated for a breach of these Terms, then you are prohibited from creating a new Account on the Service using a different name, email address or other forms of account verification.

15.4 Modification of the Service.

AlPhilly reserves the right to modify or discontinue all or any portion of the Service at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you. AlPhilly will have no liability for any change to the Service, or any suspension or termination of your access to or use of the Service.

16. Indemnity.

To the fullest extent permitted by law, you are responsible for your use of the Service, and you will defend and indemnify AlPhilly, its affiliates and their respective shareholders, directors, managers, members, officers, employees, consultants, and agents (together, the “**AlPhilly Entities**”) from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including attorneys’ fees and costs, arising out of or connected with: (1) your unauthorized use of, or misuse of, the Service; (2) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (3) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (4) any dispute or issue between you and any

third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

17. Disclaimers; No Warranties by AIPhilly

17.1 THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. AIPhilly DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE, INCLUDING: (a) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (b) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. AIPhilly DOES NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND AIPhilly DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

17.2 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE OR AIPhilly ENTITIES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE WILL CREATE ANY WARRANTY REGARDING ANY OF THE AIPhilly ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THESE

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TERMS. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SERVICE AND YOUR DEALING WITH ANY OTHER SERVICE USER. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE SERVICE AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE) OR ANY LOSS OF DATA, INCLUDING USER CONTENT.

17.3 ANY PURCHASE OR SALE YOU MAKE, ACCEPT, OR FACILITATE VIA OR OUTSIDE OF THE SERVICE WILL BE ENTIRELY AT YOUR RISK. WE DO NOT CONTROL OR ENDORSE PURCHASES OR SALES OUTSIDE OF THE SERVICE. WE EXPRESSLY DENY ANY OBLIGATION TO INDEMNIFY YOU OR HOLD YOU HARMLESS FOR ANY AND ALL LOSSES YOU MAY INCUR BY TRANSACTING, OR FACILITATING TRANSACTIONS, OUTSIDE OF THE SERVICE, FOR ANY REASON WHATSOEVER.

17.4 THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION 17 APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. AIPhilly DOES NOT DISCLAIM ANY WARRANTY OR OTHER RIGHT THAT AIPhilly IS PROHIBITED

FROM DISCLAIMING UNDER APPLICABLE LAW.

18. Limitation of Liability

18.1 TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE AIPhilly ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY AIPhilly ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

18.2 TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE AIPhilly ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO US\$100.

18.3 EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL

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ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 18 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

19. Dispute Resolution and Arbitration

19.1 Generally.

Except as described in Section 19.2 and 19.3, you and AIPhilly agree that every dispute arising in connection with these Terms, the Service, or communications from us will be resolved through binding arbitration. Arbitration uses a neutral arbitrator instead of a judge or jury, is less formal than a court proceeding, may allow for more limited discovery than in court, and is subject to very limited review by courts. This agreement to arbitrate disputes includes all claims whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. Any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement will be resolved by the arbitrator.

YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND

AIPhilly ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

19.2 Exceptions.

Although we are agreeing to arbitrate most disputes between us, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (d) to file suit in a court of law to address an intellectual property infringement claim.

19.3 Opt-Out.

If you do not wish to resolve disputes by binding arbitration, you may opt out of the provisions of this Section 19 within 30 days after the date that you agree to these Terms by sending a letter to AIPhilly, Inc., Attention: Legal Department – Arbitration Opt-Out, 100 Station Landing, Unit 907, Medford, MA 02155 that specifies: your full legal name, the email address associated with your Account on the Service, and a statement that you wish to opt out of arbitration (“**Opt-Out Notice**”). Once AIPhilly receives your Opt-Out Notice, this Section 19 will be void and any action arising out of these Terms will be resolved as set forth in Section 2-2. The remaining provisions of these Terms will not be affected by your Opt-Out Notice.

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19.4 Arbitrator.

This arbitration agreement, and any arbitration between us, is subject the Federal Arbitration Act and will be administered by the JAMS under the rules applicable to consumer disputes (collectively, “**JAMS Rules**”) as modified by these Terms. The JAMS Rules and filing forms are available online at www.jamsadr.org, by calling the JAMS at +1-800-352-5267 or by contacting AIPhilly.

19.5 Commencing Arbitration.

Before initiating arbitration, a party must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail (“**Notice of Arbitration**”). AIPhilly’s address for Notice of Arbitration is: AIPhilly, Inc., Attention: Legal Department – Arbitration Opt-Out, 21 S 11th St., Philadelphia PA 19107. The Notice of Arbitration must: (a) identify the name or account number of the party making the claim; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought (“**Demand**”). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, you or AIPhilly may commence an arbitration proceeding. If you commence arbitration in accordance with these Terms, AIPhilly

will reimburse you for your payment of the filing fee, unless your claim is for more than US\$10,000 or if AIPhilly has received 25 or more similar demands for arbitration, in which case the payment of any fees will be decided by the JAMS Rules. If the arbitrator finds that either the substance of the claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the JAMS Rules and the other party may seek reimbursement for any fees paid to JAMS.

19.6 Arbitration Proceedings.

Any arbitration hearing will take place in the county and state of your billing address unless we agree otherwise or, if the claim is for US\$10,000 or less (and does not seek injunctive relief), you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a telephonic or video hearing; or (c) by an in-person hearing as established by the JAMS Rules in the county (or parish) of your billing address. During the arbitration, the amount of any settlement offer made by you or AIPhilly must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.

19.7 Arbitration Relief.

Except as provided in Section 19.8, the arbitrator can award any relief that would be available if the claims had been brought in a court of competent jurisdiction. If the arbitrator awards you an amount higher than the last written settlement amount offered by AIPhilly before an arbitrator was selected, AIPhilly will pay to you the higher of: (a) the amount awarded by the arbitrator and (b) US\$10,000. The arbitrator's award shall be final and binding on all parties, except (1) for judicial review expressly permitted by law or (2) if the arbitrator's award includes an award of injunctive relief against a party, in which case that party shall have the right to seek judicial review of the injunctive relief in a court of competent jurisdiction that shall not be bound by the arbitrator's application or conclusions of law. Judgment on the award may be entered in any court having jurisdiction.

19.8 No Class Actions.

YOU AND AIPhilly AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and AIPhilly agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

19.9 Modifications to this Arbitration Provision.

If AlPhilly makes any substantive change to this arbitration provision, you may reject the change by sending us written notice within 30 days of the change to AlPhilly's address for Notice of Arbitration, in which case your Account with AlPhilly will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.

19.10 Enforceability.

If Section 19.8 or the entirety of this Section 19 is found to be unenforceable, or if AlPhilly receives an Opt-Out Notice from you, then the entirety of this Section 19 will be null and void and, in that case, the exclusive jurisdiction and venue described in Section 20.2 will govern any action arising out of or related to these Terms.

20. Miscellaneous

20.1 General Terms.

These Terms, including the , Privacy Policy, Code of Conduct, Under 18 Parent/Guardian Waiver (if applicable), Contributor Proposal Agreement, and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and AlPhilly regarding your use of the Service. If any provision in these Terms conflicts with any of the provisions in the aforementioned agreements, the provisions in these Terms shall govern and control. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms and all rights granted under these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of Section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word "including" means "including but not limited to." If any part of these Terms is held to be invalid or unenforceable, then the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

20.2 Governing Law.

These Terms are governed by the laws of the State of Massachusetts without regard to conflict of law principles. You and AlPhilly submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Suffolk County, Massachusetts for resolution of any lawsuit or court proceeding permitted under these Terms.

20.3 Privacy Policy.

Please read our Privacy Policy located here: <https://www.aiphilly.tech/legal> (the “**Privacy Policy**”) carefully for information relating to our collection, use, storage, and disclosure of your personal information. The Privacy Policy is incorporated by this reference into, and made a part of, these Terms.

20.4 Code of Conduct.

Please read our Code of Conduct located here:

<https://www.aiphilly.tech/legal> (the “**Code of Conduct**”). The Code of Conduct is incorporated by this reference into, and made a part of, these Terms.

20.5 Additional Terms.

Your use of the Service is subject to all additional terms, policies, rules, or guidelines applicable to the Service or certain features of the Service that we may post on or link to from the Service (the “**Additional Terms**”). All Additional Terms are incorporated by this reference into, and made a part of, these Terms.

20.6 Consent to Electronic Communications.

By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

20.7 Contact Information.

The Service is offered by AIPhilly, Inc., 21 S 11th Street, Philadelphia PA 19107. You may contact us by sending correspondence to that address or by emailing us at legal@aiphilly.tech.

20.8 Notice to California Residents.

If you are a California resident, then under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at +1-800-952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.

20.9 No Support.

We are under no obligation to provide support for the Service. In instances where we may offer support, the support will be subject to published policies.

20.10 International Use.

The Service is intended for visitors located within the United States. We make no representation that the Service is appropriate or available for use outside of the United States. Access to the Service from countries or territories or by individuals where such access is illegal is prohibited.