

## AI Bloks LLC Terms of Service

Thank you for choosing AI Bloks LLC! These terms of service (“Terms”) set out what you can expect from us as you use our services, software and website (“Services”) and what we expect from you. By using our Services, you agree to be bound by the Terms set forth here, our [Privacy Policy](#) and [Acceptable Use Policy](#).

### Your Materials and Your Permissions

When using our Services, you provide us with your files, content and access to other links, including email, file share or other data storage sites (“Your User Content”). All of Your User Content belongs to you. You are giving us permission to access, store and organize, provide search capability, create and access metadata, create knowledge graphs, generate information around Your User Content and supply or connect you with artificial intelligence, machine learning or natural language processing algorithms and models that you or we may apply to Your User Content. To provide our Services, you are giving us permission to do these things and this permission extends to our affiliates and any trusted third parties we work with, including OpenAI.

You agree to keep Your User Content protected by safeguarding your password and account login information. You agree to not share your account credentials or give anyone else access to your account.

### What We Expect from You

Your use of our Services must comply with our [Acceptable Use Policy](#). Content in the Services may be protected by other’s intellectual property rights. Please don’t copy, upload, download or share content unless you have the right or the authorization to do so. In addition, any content that is generated using third party AI models, including models from OpenAI, may be subject to sharing and use [policies](#), which you must comply with. We may review your conduct for compliance with these Terms of Service and our [Acceptable Use Policy](#). In no way are we responsible for the content that is stored within the scope of these Services other than to safeguard and to keep protected Your User Content.

Our Services allow users to scrape data that is publicly available on the internet. You agree to not engage in activities that would violate anyone’s rights with respect to intellectual property rights (including, but not limited to, rights regarding copyrighted material), personal privacy (including, but not limited to, downloading personal information or data), confidential data of any kind, or other protected data. You further agree to not republish any data that you scrape using our Services or represent any such data as your own or use such data that would in any way infringe on the rights of others or the law. At a minimum, you agree to act as a good citizen of the web, and not seek to overburden any website; scrape only publicly available information and not engage in any activity that would seek to bypass any password authentication barrier;

copy only factual information and not scrape information with the intent to steal market share or lure away customers or to create a similar product.

Our Services also allow users to access artificial intelligence or large language models provided by us or by other vendors. Artificial intelligence or large language models are known to “hallucinate” and to generate false, damaging or misleading information about facts, places, people and other information. You agree to not rely on any information generated from these models, whether provided by us or by other vendors. While we provide “evidence-based” AI to assist users in assessing the accuracy of certain information, we do not guarantee that we can provide you with the correct or necessary information to make such assessments, and any such “evidence” we extract from user libraries is to be used only as an aid. We recommend that users perform independent verification before relying on any such information and you agree to not rely on any AI-generated output or supporting evidence we provide. Further, we may rely on open-source models as part of our Services that may have used a variety of sources in its training, including but not limited to, all the contents of the internet or other content that may be protected under copyright laws. We are not responsible for any violation of copyright or other laws in training these Artificial intelligence or large language models, whether they are provided by us or by a third party vendor, and any use of such models is at the user’s own risk.

You expressly agree not to violate any regulations under the General Data Protection Regulation (GDPR), California Consumer Privacy Act (CCPA), Better Online Ticket Sales (BOTS) Act, the Digital Economy Act of 2017 or any other law or regulations in any jurisdiction that protect other’s rights. In no way are we responsible for ensuring your compliance with or adherence to any law or regulation or the rights of others. We will promptly investigate any conduct if we become aware of any such violations and we expressly reserve the right to terminate our Services at any time.

You may use our Services only as permitted by applicable law, including export control laws and regulations. You must be at least 13 (in the U.S.) or 16 (all other countries but the U.S.) years old to use our Services. If the law where you live requires you to be older in order for us to provide the Services to you without your parent’s consent, then you must be at that older age.

## **Software**

We give you a limited, nonexclusive, nontransferable, revocable license to use our software (“Software”) which we may update from time to time, solely for accessing and using the Services. If any component of the Software may be offered under an open source license, we will make that license available to you and the provisions of that license may expressly override some of these Terms. You agree to not reverse engineer or decompile the Services or any part of our software, attempt to do so, or to assist anyone else in doing so.

You are expressly prohibited from performing benchmarks or comparative tests or evaluations (“Tests”) of the Services without our explicit consent. In the event you perform or disclose, or direct or permit any third party to perform or disclose, any such Tests of our Services in

violation of this Agreement, you must immediately disclose and send to us all information regarding such Tests as well as information necessary to replicate such Tests and hereby agree that we may perform and disclose the results of comparative tests against any product or services used in such Tests, regardless of any restrictions in the terms governing such products or services. In addition, you agree to immediately cease and desist from publishing the results of any such Tests upon notice by us and you will be directly liable for any loss, harm or damage, whether financial or reputational, including but not limited to, direct, indirect, consequential or punitive damages, we suffer as a result of the violation of these terms.

### **Beta Testing, Beta Features, Debugging and Additional Features**

During the initial launch of our Services for testing by others, we will clearly inform such users that our product is in the Beta Testing stage (“Beta Testing”). During Beta Testing, our Services may not be robust or reliable and the purpose of Beta Testing is to ask for user feedback. By using our Services during Beta Testing, users agree that we may contact you for the purpose of obtaining user feedback and you agree to share feedback with us about the Services and to not share information about our Services with anyone else. From time to time, we may release products or new features that we will be testing and evaluating (“Beta Features”). While we will attempt to label it as such, Beta Features may or may not be labeled as such in every instance, and they may not be as reliable as our other features. Beta Features may ask for user feedback, and by using our Beta Feature, you agree that we may contact you to collect user feedback. Some Beta Features, if expressly labelled as such, are confidential until official launch. If you use any expressly labelled Beta Features, you agree not to disclose any information about those Services to anyone else without our permission.

We may also encounter areas of trouble-shooting and debugging in our Software from time to time. In the event we need to access your account to trouble-shoot or debug our Software, we may have access to your account information and data in your account. We will safeguard all such information and data.

In addition, from time to time, we may add additional features (“Additional Features”) to enhance our product at no additional charge or for an additional charge as the case may be. However, these Additional Features may be withdrawn without further notice at any time unless you have purchased the Additional Feature and have paid the additional charge.

We may contact any users, including users of Beta Testing, Beta Features or Additional Features, at any time for user feedback, with product updates such as software updates or new features, and to update users with news about our product or company, including marketing or promotional news.

### **User Feedback**

We may ask for, and you may provide, feedback, comments and suggestions (“Feedback”) regarding the Service in which case such Feedback will not be deemed to constitute confidential information of the customer. Such Feedback will be deemed to be provided “as is” and the Company’s use of the Feedback will be at our own risk without any liability to you whatsoever. We will own the right, title, and interest to any Feedback provided by you and you grant to us a royalty-free, worldwide, fully paid-up, perpetual and irrevocable right and license to use such Feedback in any form.

## **Copyright and Intellectual Property**

Our Services are protected by copyright, trademark, patent and other intellectual property protection under U.S. and foreign laws. You do not have any right, title, or interest in the Services, other’s content in the Services, and any of our intellectual property, trademarks, logos and other brand features.

## **Accounts**

After any free trial period, you can convert your account to a paid account (“Paid Account”) by subscribing to any of our Paid Account services. If you do not convert your free account (“Free Account”) to a Paid Account after your free trial period within 14 days after your trial period ends, we will remove all content from your Free Account after notice. We will automatically bill you from the date you convert your account to a Paid Account and on each periodic renewal until you cancel. If you’re on an annual plan, we will send you an email notice reminding you that your plan is about to renew within a reasonable time prior to the renewal date. You will be responsible for all applicable taxes, and we will collect the tax when required to do so by law.

You must provide notice of cancellation of your Paid Account within 14 days of the account renewal date. Refunds are also issued when required by law.

Your Paid Account will remain in effect until it’s cancelled or terminated under these Terms. If you do not pay for your Paid Account on time, we have the right to suspend or remove your Paid Account features and all content stored therein. We will provide notice of your account delinquency and if the account is not paid in full within the time stated in the notice, we will remove all content stored in your Paid Account.

We may also change the fees we charge for the subscription of our Services from time to time. We will give you no less than 30 days notice of these changes.

Any notice we give you under this and other sections in these Terms will be to the email address you provide at the time of registration. It is your duty to maintain the accuracy of information you give us, including your email address, so that we may properly notify you of any important information regarding your account. We will not be liable for any notice obligations after we send the email notice if your email address is not correct or if you do not view or receive our email notifications for any reason.

## **Termination**

You're free to stop using our Services at any time. We have the right to refuse to provide Service and to suspend or terminate your access to the Services with notice to you if you violate any of these Terms, use our Services in a manner that could potentially cause a real risk of harm or loss to us or to others, violate any laws, do not convert your Free Account to a Paid Account, or if you do not pay in full for your Paid Account.

We will attempt to provide you with reasonable advance notice via the email you provided us at the time of registration or as modified in your account by you. However, situations may arise that may prohibit us from providing you with reasonable notice, including but not limited to these kinds of situations: (i) possible harm or liability to a us, another user or a third party, (ii) violating the law or a legal enforcement authority's order or court order, (iii) compromising an investigation, or (iv) compromise the operation, integrity or security of our services. We will attempt to give you 30 days notice to provide you the opportunity to export Your User Content from our Services. If after such notice you do not take the steps we ask of you, we will terminate or suspend your access to the Services.

If we become aware of a situation where you have materially breached any of the Terms, we face potential legal liability associated with your account, or we are prohibited by law from doing so, we may not be able to provide notice or opportunity to export Your User Content before termination or suspension. Examples include child pornography, content that facilitates human trafficking or harassment, terrorist content, or other content that infringes on other's rights, including intellectual property rights. In such situations, we may not be able to notify you before terminating or suspending your account.

## **Discontinuation of Services**

We can experience interruptions or may need to discontinue the Services at any time in response to exceptional unforeseen circumstances outside of our control such as a natural disaster, fire, explosion or war, or to comply with a legal requirement. If we discontinue the Services for a prolonged period of time, we will attempt to provide reasonable prior notice so that you can export Your User Content out of our systems. If we discontinue our Service before the end of any fixed or minimum term you have paid us for, we will refund the pro rata portion of the fees you have unused.

## **Service As-Is**

To the fullest extent permitted by law, AI Bloks and its affiliates, suppliers, distributors, directors and employees make no warranties, either express or implied, about the Services. The Services are provide "AS-IS." We disclaim any warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no guarantees about the accuracy, completeness or suitability of any of our Services and you explicitly agree that you will hold us

harmless from any claims regarding our Services to the fullest extent allowable by law. Some of the disclaimers may not be allowed in some areas, and to the extent applicable, these disclaimers do not override the legal protections such as statutory warranties granted to consumers by EU Law.

### **Limitation of Liability**

The following terms don't limit liability for gross negligence or willful misconduct. To the extent allowed by applicable law, we are liable only for breaches of these Terms. We are not, at any time, liable for: loss of data, loss of use or profits, revenues, business opportunities, goodwill or anticipated savings, indirect, special, incidental, exemplary or consequential losses or punitive damages of any kind. Our total liability arising out of or relating to these Terms or any of our Services is limited to the **lesser** of (i) the fees paid to use our Services in the 12 months prior to the dispute or (ii) \$20.

These limitations of liability apply regardless of whether or not we have been warned of the possibility of such damages. We also are not responsible for the conduct of any user of our Services.

To the extent allowed by applicable law, you will indemnify AI Bloks and its directors, officers, employees, distributors, affiliates and contractors for any third-party legal proceedings (including actions by government authorities) arising out of or relating to our unlawful use of the services or violation of these Terms. This indemnity covers any liability or expense arising from claims, losses, damages, judgments, fines, litigation costs, and legal fees.

### **Dispute Resolution**

We would like to fix any issues without a formal legal case. Before filing a legal claim against us, you agree to try to resolve the dispute informally by sending us a written Notice of Dispute to our Dispute Resolution Center that includes your name, a detailed description of the dispute, and the relief you seek as well as your contact information. We will try to resolve the dispute informally by contacting you. If it cannot be resolved within 90 days, you may bring a formal notice of complaint. Both you and we consent to venue and personal jurisdiction in the federal or state court of Westchester County, New York. However, if you are a U.S. citizen, we both agree to resolve any claims arising out of these Terms of Service through final and binding arbitrator, except as set forth below. The arbitrator may award relief only individually and only to the extent necessary to redress your individual claim(s): the arbitrator may not award relief on behalf of others or the general public.

You and we agree to be bound by the American Arbitration Association (AAA) rules which will administer the arbitration under its Consumer Arbitration Rules. The AAA rules will govern payment of all arbitration fees. The costs and fees of arbitration shall be allocated in accordance with the arbitration provider's rules, including rules regarding frivolous or improper claims.

The exception to the agreement to arbitrate applies where we bring a lawsuit for the purpose of injunctive relief to stop the unauthorized use or abuse of Services, intellectual property infringement (for example, but not limited to, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute resolution process described above. If the agreement to arbitrate is found not to apply to you or your claim, you agree to the exclusive jurisdiction of the state and federal courts in Westchester County, New York to resolve your claim.

### **No Class or Representative Actions**

You agree that you may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed.

If any part of this or other sections are found to be illegal or unenforceable, the remainder will remain in effect, in its entirety. If you are found to have a non-waivable right to bring a particular claim or to request a particular form of relief that the arbitrator lacks authority to redress or award according to this section, including public injunctive relief, then only that respective claim or request for relief may be brought in court, and you and we agree that litigation of any such claim or request for relief shall be stayed pending the resolution of any individual claim(s) or request(s) for relief in arbitration.

These Terms will be governed by New York law except for its conflicts of laws principles. However, some countries have laws that require agreements to be governed by the local laws of the consumer's country. This paragraph doesn't override those laws.

These Terms constitute the entire agreement between you and us with respect to the subject matter of these Terms, and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Terms. Our past, present, and future affiliates and agents can invoke our rights under this agreement in the event they become involved in a dispute with you. Otherwise, these Terms do not give rights to any third parties.

### **Waiver, Severability & Assignment**

Our failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable, the remaining provisions of the Terms will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights under these Terms, and any such attempt will be void. Dropbox may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.

## **Modifications**

We may revise these Terms from time to time to better reflect:

1. changes to the law,
2. new regulatory requirements, or
3. improvements or enhancements made to our Services.

If an update affects your use of the Services or your legal rights as a user of our Services, we'll notify you prior to the update's effective date by sending an email to the email address associated with your account or via an in-product notification. These updated terms will be effective no less than 30 days from when we notify you.

If you don't agree to the updates we make, please cancel your account and stop using the Services before the updated Terms become effective. Where applicable, we'll offer you a prorated refund based on the amounts you have prepaid for Services and your account cancellation date. By continuing to use or access the Services after the updates come into effect, you agree to be bound by the revised Terms.

Dated: July 12, 2023