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GEN-AISTM POLICY

This policy, together with the Policy Terms contained herein, are effective immediately for users accessing or using the Service without an Account or those registered Accounts effective upon publishing or modification date.

PLEASE NOTE: THESE TERMS INCLUDE DISPUTE RESOLUTION PROVISIONS WITH LIMITED EXCEPTIONS, REQUIRE THAT (1) CLAIMS YOU BRING AGAINST GEN-AIS BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND (2) YOU WAIVE YOUR RIGHT TO BRING OR PARTICIPATE IN ANY CLASS, GROUP, OR REPRESENTATIVE ACTION OR PROCEEDING.

These Terms govern your access to and use of our products and services, including those offered through our websites, events, communications (e.g., emails, phone calls, and texts) and mobile applications (collectively, the “Service”). By accessing or using the Service, you are agreeing to these Terms, which form a legally binding contract with: GEN-AISTM an entity of General Business Consultants and Information, LLC, an Alabama based LLC.

DEFINITIONS

Parties. “You” and “your” refer to you, as a user of the Service. A “user” is someone who accesses or in any way uses the Service. “We,” “us,” and “our” refer to GEN-AISTM and its subsidiaries.

Content. “Content” means text, images, photos, audio, video, and all other forms of data or communication. “Your Content” means Content that you submit or transmit to and through GEN-AISTM, or in connection with the Service, such as ratings, reviews, photos, videos, compliments, invitations, check-ins, votes, friending and following activity, direct messages, and information that you contribute to your user profile or suggest for a business page. “User Content” means Content that users submit or transmit to and through, or in connection with the Service. “GEN-AISTM Content” means Content that we create and make available in connection with the Service. “Third Party Content” means Content that originates from parties other than GEN-AISTM or its users, which is made available in connection with the Service. “Service Content” means all of the Content that is made available in connection with the Service, including Your Content, User Content, GEN-AISTM Content, and Third Party Content.

Sites and Accounts. “Consumer Site” means GEN-AIS’s consumer website (www.GEN-AIS.com and related domains) and mobile applications. “Consumer Account” means the account you create to access or use the Consumer Site. “Business Account” means the account you create to access or use the GEN-AISTM for Business Owners website (GEN-AIS.com and related domains) and mobile applications. “Account” means any Consumer Account or Business Account.

CHANGES TO THE TERMS

We may modify the Terms from time to time with the date representing the most current. You understand and agree that your access to or use of the Service is governed by the Terms effective at the time of your access to or use of the Service. You are responsible to ensure understanding of any recent updates. We will also indicate at the top of this page the date that such changes were last made. You should revisit these Terms on a regular basis as revised versions will be binding on you. You understand and agree that your continued access to or use of the Service after the effective date of changes to the Terms represents your acceptance of such changes.

TRANSLATION

We may translate these Terms into other languages for your convenience. Nevertheless, the English version governs your relationship with GEN-AISTM, and any inconsistencies among the different versions will be resolved in favor of the English version available here.

USING THE SERVICE

Eligibility. To access or use the Service, you must have the required authority to enter into these Terms. You may not access or use the Service if you are a competitor of GEN-AISTM or if we have previously banned you from the Service or closed your Account.

Permission to Use the Service. We grant you permission to use the Service subject to these Terms. Your use of the Service is at your own risk, including the risk that you might be exposed to Content that is offensive, indecent, inaccurate, objectionable, incomplete, fails to provide adequate warning about potential risks or hazards, or is otherwise inappropriate. If such events occur you are encouraged to contact us.

Service Availability. The Service may be modified, updated, interrupted, suspended or discontinued at any time without notice or liability.

Accounts. You must register and create an Account and provide certain information about yourself in order to use some of the features that are offered through the Service. You are responsible for maintaining the confidentiality of your Account password. You are also responsible for all activities that occur in connection with your Account. You agree to notify us immediately of any unauthorized use of your Account. We reserve the right to close your Account at any time for any or no reason. You understand that this information will be contained in a GEN-AISTM database for users/customers to search available services either by zip code and/or alpha characters or related services within a region.

Your Consumer Account is for your personal, non-commercial use only, and you may not create or use a Consumer Account for anyone other than yourself. We ask that you provide complete and accurate information about yourself when creating an Account in order to bolster your credibility as a contributor to the Service. We forbid counterfeit information, or providing a false email address or someone else, your agreement certifies that the information in your own. You will not create multiple Accounts, or transfer your Consumer Account to another person without GEN-AIS’s prior approval.

Communications from GEN-AISTM and Others. By accessing or using the Service, you consent to receive communications from other users and GEN-AISTM through the Service, or through any other means such as emails, push notifications, text messages (including SMS and MMS), and phone calls. These communications may promote GEN-AISTM or businesses listed on GEN-AISTM, and may be initiated by GEN-AISTM, businesses listed on GEN-AISTM, or other users. You further understand that communications may be sent using an automatic telephone dialing system, and that you may be charged by your phone carrier for certain communications such as SMS messages or phone calls. You agree to notify us immediately if the phone number(s) you have provided to us have been changed or disconnected. Please note that any communications, including phone calls, with GEN-AISTM or made through the Service may be monitored and recorded for quality purposes.

YOUR CONTENT

You alone are responsible for Your Content, and once posted to GEN-AISTM, it cannot always be withdrawn. You assume all risks associated with Your Content, including anyone’s reliance on its quality, accuracy, or reliability, and any risks associated with personal information you disclose. You represent that you own or have the necessary permissions to use and authorize the use of Your Content as described herein. You may not imply that Your Content is in any way sponsored or endorsed by GEN-AISTM.

You may expose yourself to liability if, for example, Your Content contains material that is false, intentionally misleading, or defamatory; violates any third-party right, including any copyright, trademark, service mark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; contains material that is unlawful, including illegal hate speech or pornography; exploits or otherwise harms minors; violates or advocates the violation of any law or regulation; or violates these Terms.

You agree and accept the responsibility of the GEN-AISTM policy to prevent endangerment of children. This includes but is not limited to use of GEN-AISTM to promote predatory behavior towards children, such as:

* Inappropriate interaction targeted at a child (for example, groping or caressing).
* Child grooming (for example, befriending a child online to facilitate, either online or offline, sexual contact and/or exchanging sexual imagery with that child).
* Sexualization of a minor (for example, imagery that depicts, encourages or promotes the sexual abuse of children or the portrayal of children in a manner that could result in the sexual exploitation of children).
* Sextortion (for example, threatening or blackmailing a child by using real or alleged access to a child’s intimate images).
* Trafficking of a child (for example, advertising or solicitation of a child for commercial sexual exploitation).

It is the policy of GEN-AISTM **NOT** to promote or provide investing advice in financial transactions. As such GEN-AISTM is unable to provide specific financial advice or predict the future rate of return on any cryptocurrency.

OUR RIGHTS to USE YOUR CONTENT.

We may use Your Content to publicly displaying it, reformatting it, incorporating it into advertisements and other works, creating derivative works from it via AI in most cases, promoting it, distributing it, and allowing others to do the same in connection with their own websites and media platforms (“Other Media”). As such, you hereby irrevocably grant us world-wide, perpetual, non-exclusive, royalty-free, assignable, sublicensable, transferable rights to use Your Content for any purpose. Please note that you also irrevocably grant the users of the Service and any Other Media the right to access Your Content in connection with their use of the Service and any Other Media. Finally, you irrevocably waive, and cause to be waived, against GEN-AISTM and its users any claims and assertions of moral rights or attribution with respect to Your Content. By “use” we mean use, copy, publicly perform and display, reproduce, distribute, modify, translate, remove, analyze, commercialize, and prepare derivative works of Your Content. Derivative works include advertisement to promote your business and draw customers to your business.

Ownership. As between you and GEN-AISTM, you own Your Content. We own the GEN-AISTM Content, including but not limited to visual interfaces, interactive features, graphics, design, compilation (including, but not limited to, our selection, coordination, aggregation, and arrangement of User Content and other Service Content), computer code, products, software, aggregate star ratings, and all other elements and components of the Service excluding Your Content, User Content and Third Party Content. We also own the copyrights, trademarks, service marks, trade names, trade secrets, and other intellectual and proprietary rights throughout the world associated with the GEN-AISTM Content and the Service, which are protected by copyright, trade dress, patent, trademark, and trade secret laws and all other applicable intellectual and proprietary rights and laws. As such, you may not sell, license, copy, publish, modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way use or exploit any of the GEN-AISTM Content in whole or in part except as expressly authorized by us. Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights, and all rights in and to the Service and the GEN-AISTM Content are retained by us.

**GEN-AIS** and its licensees may publicly display advertisements, paid content, and other information nearby or in association with Your Content. You are not entitled to any compensation for such advertisements. The manner, mode and extent of such advertising are subject to change without specific notice to you.

Other. User Content (including any that may have been created by users employed or contracted by GEN-AIS) does not necessarily reflect the opinion of GEN-AIS. Except as required by law, we have no obligation to retain or provide you with copies of Your Content, and we do not guarantee any confidentiality with respect to Your Content. Except in accordance with GEN-AIS’s Verified License program, GEN-AIS does not attempt to verify any licenses a local business, or its representatives may have, and consumers should inquire about any such licenses with the business directly. Businesses whose licenses have been verified by GEN-AISTM will have a “Verified License” badge displayed on their GEN-AISTM business page.

Content Moderation. Except as required by law, we reserve the right to screen, remove, edit, or reinstate User Content at our sole discretion for any reason or no reason, and without notice to you. For example, we may remove a review if we believe that it violates our Content Guidelines. If you are a resident of the European Union, you can visit here for more information about GEN-AIS’s content moderation, appeals, and complaint handling processes, consistent with the Digital Services Act.

BOOKING AND TRANSACTING

Generally. You can access features through the Service that allow you to book or transact online with local businesses, such as making restaurant or spa reservations, ordering food delivery, or scheduling appointments. These features may be provided by GEN-AIS’s third-party partners, including through iframes or similar formats, and their use may be governed by different or additional terms presented to you as part of the booking or transaction process. Please note that such third-party partners and/or the transacting local businesses themselves are responsible for fulfilling such bookings and transactions.

Payments and Cancellations. You may be required to provide your credit card information to confirm a booking, and will be charged any applicable fees, including cancellation or no-show fees in accordance with the transacting local business’s cancellation policy provided at the time of booking. You agree that GEN-AIS may facilitate any such payments and charges on behalf of the transacting local business.

Coupons. Any coupons that GEN-AISTM might issue for use in connection with the Service are non-transferable (unless required by law), not redeemable for cash or any other consideration, and automatically expire thirty (30) days after the issue date unless otherwise specified. If your Account is terminated you will not be able to use any unexpired and unused coupons, and any such coupons will automatically terminate and cannot be redeemed unless required by law.

REPRESENTATIONS AND WARRANTIES

We are under no obligation to enforce the Terms on your behalf against another user. While we encourage you to let us know if you believe another user has violated the Terms, we reserve the right to investigate and take appropriate action at our sole discretion.

You represent and warrant that:

You have read and understood our Content Guidelines;

You have read and understood our Privacy Policy. If you use the Service outside of the United States of America, you consent to having your personal data transferred to and processed in the United States of America; and

Prior to attending any event listed on the Service, you have read and agree to our Terms and Conditions.

You also represent and warrant that you will not, and will not assist, encourage, or enable others to use the Service too:

Violate our Terms, including the Content Guidelines and Event Terms and Conditions;

Post any fake or defamatory review, trade reviews with others, or compensate someone or be compensated to post, refrain from posting, or remove a review.

Violate any third party’s rights, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;

Threaten, stalk, harm, or harass others, or promote bigotry, discrimination, hate language, pornography or related sites, political sites or content, sites etc. that damage children or minors, Solicit personal information from minors, or submit or transmit pornography;

Promote terrorism in any form;

Promote a business or other commercial venture or event, or otherwise use the Service for commercial purposes, except in connection with a Business Account in accordance with the Business Terms;

Send bulk emails, surveys, or other mass messaging, whether commercial in nature or not; engage in keyword spamming, or otherwise attempt to manipulate the Service’s search results, review Recommendation Software (as defined in the Business Terms below), or any third party website;

Violate any applicable law;

Modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit the Service or Service Content (other than Your Content), except as expressly authorized by GEN-AISTM;

Use any robot, spider, Service search/retrieval application, or other automated device, process or means to access, retrieve, copy, scrape, or index any portion of the Service or any Service Content, except as expressly permitted by GEN-AISTM;

Reverse engineer any portion of the Service, unless applicable law prohibits this restriction, in which case you agree to provide us with 30 days’ prior written notice here;

Remove or modify any copyright, trademark, or other proprietary rights notice that appears on any portion of the Service or on any materials printed or copied from the Service;

Record, process, or mine information about users;

Access, retrieve or index any portion of the Service for purposes of constructing or populating a searchable database of business reviews;

Reformat or frame any portion of the Service;

Take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on GEN-AIS’s technology infrastructure or otherwise make excessive traffic demands of the Service;

Attempt to gain unauthorized access to the Service, Accounts, computer systems or networks connected to the Service through hacking, password mining or any other means;

Use the Service or any Service Content to transmit any computer viruses, worms, defects, Trojan horses, malicious code, spyware, malware or other items of a destructive or harmful nature;

Use any device, software or routine that interferes with the proper working of the Service, or otherwise attempt to interfere with the proper working of the Service;

Use the Service to violate the security of any computer network, crack passwords or security encryption codes; disrupt or interfere with the security of, or otherwise cause harm to, the Service or Service Content; or

Remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Service, features that prevent or restrict the use or copying of Service Content, or features that enforce limitations on the use of the Service.

ADDITIONAL POLICIES AND TERMS

Copyright and Trademark Disputes. You agree to follow our Infringement Policy by notifying us about copyright and trademark disputes concerning User Content. You agree we may forward any notification sent pursuant to our Infringement Policy to the user who submitted the User Content issue.

Additional Terms. Your use of the Service is subject to any and all additional terms, policies, rules, or guidelines that we may post on or link to from the Service (the “Additional Terms”). All such Additional Terms are hereby incorporated by reference into, and made a part of, these Terms. If you have a Business Account, the Business Terms provided below apply to you.

SUGGESTIONS AND IMPROVEMENTS

By sending us any ideas, suggestions, documents or proposals (“Feedback”), you agree that (i) your Feedback does not contain any third party confidential or proprietary information, (ii) we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (iii) we may have something similar to the Feedback already under consideration or in development, (iv) we have no obligation to review, consider, or implement the Feedback, or to return to you all or part of the Feedback, and (v) you grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide, assignable, sublicensable, transferable license to use, modify, prepare derivative works of, publish, distribute and sublicense the Feedback, and you irrevocably waive, and cause to be waived, against GEN-AISTM and its users any claims and assertions of any moral rights contained in such Feedback.

THIRD PARTY CONTENT AND SERVICES

The Service may host Third Party Content, or include links to other websites or applications (each, a “Third Party Service”). We do not control or endorse any Third Party Content or Third Party Service. You agree that we are not responsible for the availability, accuracy, or content of any such Third Party Content or Third Party Service. Your use of and reliance on any Third Party Content or Third Party Service is at your own risk.

Some of the services made available through the Service and Third Party Services may be subject to additional third party terms of service, privacy policies, licensing terms and disclosures, and other terms, conditions, and policies, including without limitation the ones posted here. It is your responsibility to familiarize yourself with any such applicable third party terms.

INDEMNITY

You agree to indemnify, defend, and hold harmless GEN-AISTM, its parents, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, and the officers, directors, employees, agents, contractors and representatives of each of them (collectively, the “GEN-AISTM Entities”) from and against any and all third party claims, actions, demands, losses, damages, costs, liabilities and expenses (including but not limited to attorneys’ fees and court costs) arising out of or relating to: (i) your access to or use of the Service, including Your Content, (ii) your violation of the Terms, (iii) your breach of your representations and warranties provided under these Terms, (iv) any products or services purchased or obtained by you in connection with the Service, (v) your products or services, or the marketing or provision thereof to end users, or (vi) the infringement by you, or any third party using your Account, of any intellectual property or other right of any person or entity. GEN-AISTM reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any such matter without the prior written consent of GEN-AISTM. we will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

DISCLAIMERS AND LIMITATIONS OF LIABILITY

PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF THE GEN-AISTM ENTITIES TO YOU. EACH OF THE SUBSECTIONS BELOW ONLY APPLIES UP TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. NOTHING HEREIN IS INTENDED TO LIMIT ANY RIGHTS YOU MAY HAVE WHICH MAY NOT BE LAWFULLY LIMITED. BY ACCESSING OR USING THE SERVICE, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO THESE TERMS, INCLUDING THIS SECTION. YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS BY AGREEING TO THESE TERMS.

THE SERVICE AND SERVICE CONTENT ARE MADE AVAILABLE TO YOU ON AN “AS IS”, “WITH ALL FAULTS” AND “AS AVAILABLE” BASIS, WITH THE EXPRESS UNDERSTANDING THAT THE GEN-AIS ENTITIES MAY NOT MONITOR, CONTROL, OR VET USER CONTENT OR THIRD PARTY CONTENT. AS SUCH, YOUR USE OF THE SERVICE IS AT YOUR OWN DISCRETION AND RISK. THE GEN-AISTM MAKE NO CLAIMS OR PROMISES ABOUT THE QUALITY, COMPLETENESS, ACCURACY, OR RELIABILITY OF THE SERVICE, ITS SAFETY OR SECURITY, INCLUDING WITHOUT LIMITATION THE SECURITY OF YOUR DATA, OR THE SERVICE CONTENT. ACCORDINGLY, THE GEN-AIS ENTITIES ARE NOT LIABLE TO YOU FOR ANY PERSONAL INJURY, LOSS OR DAMAGE THAT MIGHT ARISE, FOR EXAMPLE, FROM THE SERVICE’S INOPERABILITY, DEPLETION OF BATTERY POWER OR OTHER IMPAIRMENT OF DEVICES USED TO ACCESS THE SERVICE, SERVICE UNAVAILABILITY, SECURITY VULNERABILITIES OR FROM YOUR RELIANCE ON THE QUALITY, ACCURACY, OR RELIABILITY OF THE BUSINESS LISTINGS, RATINGS, REVIEWS (INCLUDING THEIR CONTENT OR OMISSION OF CONTENT, ORDER, AND DISPLAY), METRICS OR OTHER CONTENT FOUND ON, USED ON, OR MADE AVAILABLE THROUGH THE SERVICE.

THE GEN-AISTM MAKE NO CLAIMS OR PROMISES WITH RESPECT TO ANY THIRD PARTY, SUCH AS THE BUSINESSES OR ADVERTISERS LISTED ON THE SERVICE OR THAT OFFER GOODS OR SERVICES THROUGH THE SERVICE, OR THE SERVICE’S USERS. ACCORDINGLY, THE GEN-AISTM ARE NOT LIABLE TO YOU FOR ANY PERSONAL INJURY, LOSS OR DAMAGE THAT MIGHT ARISE FROM ANY SUCH THIRD PARTY’S ACTIONS OR OMISSIONS, INCLUDING, FOR EXAMPLE, IF ANOTHER USER OR BUSINESS MISUSES YOUR CONTENT, IDENTITY OR PERSONAL INFORMATION, OR IF YOU HAVE A NEGATIVE EXPERIENCE WITH ONE OF THE BUSINESSES OR ADVERTISERS LISTED OR FEATURED ON THE SERVICE. YOUR PURCHASE AND USE OF PRODUCTS OR SERVICES OFFERED BY THIRD PARTIES THROUGH THE SERVICE IS AT YOUR OWN DISCRETION AND RISK.

YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH THE SERVICE, RELATED SERVICES, OR ANY OTHER GRIEVANCE SHALL BE YOUR TERMINATION AND DISCONTINUATION OF ACCESS TO, OR USE OF THE SERVICE.

THE GEN-AISTM MAXIMUM AGGREGATE LIABILITY TO YOU FOR LOSSES OR DAMAGES THAT YOU SUFFER IN CONNECTION WITH THE SERVICE OR THESE TERMS IS LIMITED TO THE GREATER OF (i) THE AMOUNT PAID, IF ANY, BY YOU TO THE GEN-AISTM IN CONNECTION WITH THE SERVICE IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, OR (ii) $100.

THE GEN-AISTM’ LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE GEN-AISTM WILL NOT BE LIABLE FOR ANY (i) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES, (ii) LOSS OF PROFITS OR REVENUE, (iii) BUSINESS INTERRUPTION, (iv) REPUTATIONAL HARM, (v) LOSS OF INFORMATION OR DATA; OR (vi) LIABILITY WITH RESPECT TO A CONSUMER ALERT POSTED ON ANY GEN-AISTM BUSINESS PAGES FOR YOUR BUSINESS. THE WAIVERS AND LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

CHOICE OF LAW, BINDING ARBITRATION, AND DISPUTE RESOLUTION

Choice of Law, Jurisdiction and Venue. These Terms are to be governed by and interpreted under applicable law in the state of origin of GEN-AISTM, without regard to its conflict of law principles. Both you and GEN-AISTM agree that all disputes that are not subject to mandatory arbitration as described in these Terms shall be resolved exclusively in state and federal courts and you consent to the personal jurisdiction of, and venue in, these courts for the purpose of litigating any such disputes.

Mutual Arbitration Agreement. You and GEN-AISTM agree to the arbitration and dispute resolution terms in this Section. We encourage you to carefully read these important terms, which include a requirement that claims arising out of or relating to the Terms of Service, or your use of the GEN-AISTM Service, shall be brought individually and not on a class wide basis, and shall be subject to binding arbitration. You and GEN-AISTM agree to arbitrate all disputes between us including but not limited to claims arising out of or relating to any aspect of the relationship between us, the Terms of Service, or your use of the Service, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, except as otherwise provided.

This Arbitration Agreement supersedes any prior Arbitration Agreement entered by the parties and is applicable to unfiled claims that arose, were asserted, or involve facts occurring before or after the existence of this Arbitration Agreement as well as to claims that may arise after the termination of these Terms.

Claims Not Subject to Arbitration. You and GEN-AISTM each retain the rights to: (i) have any claims resolved in small claims court on an individual basis within the scope of such court’s jurisdiction; (ii) have any claim, controversy, or cause of action arising from any act in furtherance of a person’s right of petition or free speech under the United States Constitution or resolved in state or federal court; and (iii) bring an action in state or federal court to protect intellectual property rights (like patents, copyrights, moral rights, trademarks, and trade secrets and other confidential or proprietary information, but not privacy or publicity rights).

Arbitration Rules and Forum. This Arbitration Agreement evidences a transaction involving interstate commerce and, notwithstanding the provision above with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. §1 et seq. (“FAA”) will govern the interpretation and enforcement of this Arbitration Agreement. If, for whatever reason, the FAA is inapplicable, the state law governing arbitration agreements in the state in which you reside shall apply. The arbitration will be conducted by National Arbitration and Mediation (“NAM”), an established alternative dispute resolution provider. The party seeking to arbitrate must forward their arbitration demand to the other party and file their arbitration demand with NAM. Disputes shall be subject to NAM’s most current version of the Comprehensive Arbitration Rules and Procedures, available at namadr.com/resources/rules-fees-forms, including the Supplemental Rules for Mass Arbitration Filings (“NAM Rules”). NAM’s rules are also available at www.namadr.com. If NAM is not available to arbitrate, the parties will select an alternative arbitral forum. The payment of arbitration fees (the fees imposed by the arbitration administrator including filing, arbitrator, and hearing fees) will be governed by the applicable NAM Rules, unless you qualify for a fee waiver under applicable law. If after exhausting any potentially available fee waivers, the arbitrator finds that the arbitration fees will be prohibitive for you as compared to litigation, GEN-AISTM will share as much of your filing, arbitrator, and hearing fees in the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive, regardless of the outcome of the arbitration, unless the arbitrator determines that your claim(s) were frivolous or brought for an improper purpose or asserted in bad faith. You and GEN-AISTM agree that arbitration should be cost-effective for all parties and that any party may engage with NAM to address the reduction or deferral of fees. The parties further agree that NAM has discretion to reduce the amount or modify the timing of any administrative, filing, or arbitration fees due under NAM’s Rules where it deems appropriate (including as specified in Section 13(A)(ix)) provided that such modification does not increase the costs to you, and you further agree that you waive any objection to such fee modification. You are responsible for your own attorneys’ fees unless the arbitration rules and/or applicable law provide otherwise, including as set forth in this Arbitration Agreement. The parties may choose to have the arbitration conducted by telephone, based on written submissions, or in person. The arbitrator(s) or the NAM Administrator (if a decision is needed prior to the appointment of the Arbitrator(s)) shall determine the actual location of the hearing. If you are initiating arbitration, a copy of the demand shall also be emailed to GEN-AISTM. If you are a GEN-AIS account holder, any demand filed by you initiating arbitration must include the primary email address associated with your GEN-AIS account, as well as any profile associated with that Account that is controlled by you.

Arbitration Demand Must Contain Sufficient Information. Any arbitration demand or counterclaim asserted by either party must contain sufficient information to provide fair notice to the other party of the asserting party’s identity, the claims being asserted, and the factual allegations on which they are based, and must include proof that the claimant is party to this Arbitration Agreement and to these Terms of Service. The arbitrator and/or NAM may require amendment of any demand or counterclaim that does not satisfy these requirements. The arbitrator has the right to impose sanctions for any claims the arbitrator determines to be frivolous or improper, including for any claim filed on behalf of a claimant who is not a party to this Arbitration Agreement or to these Terms of Service.

Class Arbitration and Collective Relief Waiver. YOU AND GEN-AISTM ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, EXCEPT AS OTHERWISE PROVIDED IN SECTION 13(A)(ix): ANY ARBITRATION MUST BE RESOLVED ON AN INDIVIDUAL BASIS IN OUR RESPECTIVE INDIVIDUAL CAPACITIES, AND NOT AS A CLASS OR COLLECTIVE ACTION. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO RESOLVE AN INDIVIDUAL PARTY’S CLAIM. NOTWITHSTANDING THIS ACKNOWLEDGEMENT AND AGREEMENT, ANY ARBITRATION INVOLVING YOU MAY PROCEED ON A CONSOLIDATED BASIS IF AND ONLY IF GEN-AIS PROVIDES ITS CONSENT TO CONSOLIDATE IN WRITING.

Jury Trial Waiver. YOU AND GEN-AIS EXPRESSLY WAIVE THE RIGHT TO TRIAL BY A JURY.

Arbitrator’s Authority. The arbitrator shall have exclusive authority to (i) determine the scope and enforceability of this Arbitration Agreement, and (ii) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any claim that all or any part of this Arbitration Agreement is void or voidable and whether a claim is subject to arbitration. Subject to the applicable NAM rules and procedures, the parties agree that the arbitrator will have the discretion to allow the filing of dispositive motions if they are likely to efficiently resolve or narrow issues in dispute. The arbitrator will render an award within the time frame specified in the applicable NAM rules and procedures. The arbitrator’s decision will include the essential findings and conclusions upon which the arbitrator based the award. The arbitrator will have the authority to award monetary damages on an individual basis and to grant, on an individual basis, any non-monetary remedy or relief available to an individual to the extent available under applicable law, the arbitral forum’s rules, and this Arbitration Agreement. Damages and/or other relief must be consistent with the terms of the “Disclaimer and Limitations of Liability” section of these Terms as to the types and the amounts of damages or other relief for which a party may be held liable. The arbitrator may order the imposition of sanctions against one or more Parties, which may include, but are not limited to, assessment of arbitration fees and costs, attorneys’ fees, and/or any other costs resulting from the sanctionable conduct. Any judgment on the award(s) rendered by the arbitrator may be entered in any court of competent jurisdiction.

Batch Arbitration. To increase the efficiency of administration and resolution of arbitrations, in the event 25 or more similar arbitration demands (those asserting the same or substantially similar facts or claims, and seeking the same or substantially similar relief) presented by or with the assistance or coordination of the same law firm(s) or organization(s) are submitted to NAM against GEN-AISTM within a 90 day period (a “Mass Filing”), the parties agree to: (1) administer the Mass Filing in batches of up to 10 claims per batch (plus, to the extent there are less than 10 claims left over after the batching described above, a final batch consisting of the remaining claims), regardless of whether any such claims are originally processed as individual arbitrations; (2) the appointment of one arbitrator for each batch, provided that each individual claimant shall retain the opportunity to object to the appointed arbitrator in accordance with NAM Rules and applicable law; (3) accept applicable fees, including any related fee reduction determined by NAM in its discretion; (4) the resolution of each batch as a single consolidated arbitration with one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award, provided that the parties agree to cooperate in good faith to establish a process to address individual issues; (5) that fees associated with a demand for arbitration included in a Mass Filing, including fees owed by GEN-AISTM and the claimants, shall only be due after your demand for arbitration is included in a batch proceeding and that batch is properly designated for filing, processing, and adjudication; and (6) make good faith efforts to resolve each batch of demands within 180-days, failing which any of the claimants or GEN-AISTM may cease arbitration and file in a court of competent jurisdiction (“Batch Arbitration”).

You agree to cooperate in good faith with GEN-AISTM and the arbitration provider or arbitrator to establish any other processes or procedures that the arbitration provider or arbitrator believe will provide for an efficient resolution of claims. The parties further agree to cooperate with each other and the arbitration provider or arbitrator to establish any other processes or procedures that the arbitration provider or arbitrator believe will provide for an efficient resolution of claims. To the extent the parties disagree on the utilization of Batch Arbitration or as to the process or procedure for batching, the arbitration provider may appoint a sole procedural arbitrator to determine the applicability and implementation of the Batch Arbitration process, in accordance with the arbitration provider’s rules. This provision shall in no way be interpreted as authorizing a class, collective, and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly described in this provision. If your demand for arbitration is included in the Mass Filing, your claims will remain tolled until your demand for arbitration is decided, withdrawn, or is settled.

Mediation Following First Batch Arbitration in a Mass Filing. The results of the first batch of demands in the Batch Arbitration will be given to a NAM mediator. The NAM mediator will be selected from a group of 5 mediators initially proposed by NAM, with GEN-AISTM and the remaining claimants’ counsel each being able to strike one mediator and then rank the remaining mediators. NAM will appoint the highest collectively ranked mediator. The selected mediator will seek to facilitate a resolution of the remaining demands in the Mass Filing. After the results are provided to the mediator, GEN-AISTM, the remaining claimants and their counsel, and the mediator will have 90 days (the “Mediation Period”) to agree on a resolution or substantive methodology for resolving the outstanding demands. If the parties are unable to resolve the outstanding demands during the Mediation Period, and cannot agree on a methodology for resolving them through further arbitrations, either GEN-AISTM or any remaining claimant may opt out of the arbitration process and have the demand(s) proceed in a court of competent jurisdiction. Notice of the opt-out will be provided in writing within 60 days after the close of the Mediation Period. If neither GEN-AISTM nor the remaining claimants opt out and they cannot agree to a methodology for resolving the remaining demands through further arbitration, the arbitrations will continue with the batching process. Absent notice of an opt-out, the arbitrations will proceed in the order determined by the sequential numbers assigned to demands in the Mass Filing.

Changes. GEN-AISTM will provide thirty (30) days’ notice of any material changes to this “Binding Arbitration, Disputes, and Choice of Law” section. Any such changes will go into effect 30 days after GEN-AISTM provides notice via update notice and will apply to all claims not yet filed regardless of when such claims may have accrued. If GEN-AISTM changes this “Binding Arbitration, Disputes, and Choice of Law” section after the date you first accepted this Arbitration Agreement (or accepted any subsequent changes to this Arbitration Agreement), you agree that your continued use of the Service 30 days after such change will be deemed acceptance of those changes.

You agree that any subpoena, third-party discovery request, or other third-party process directed to GEN-AISTM must issue from, or be domesticated by, the state or federal courts located within GEN-AISTM home state and you agree to submit to the jurisdiction of each of these courts for any related proceedings.

TERMINATION

You may terminate the Terms at any time by closing your Account, discontinuing any access to or use of the Service, and providing GEN-AISTM with a notice of termination here.

We may close your Account, suspend your ability to use certain portions of the Service, terminate any license or permission granted to you hereunder, and/or ban you altogether from the Service for any or no reason, and without notice or liability of any kind. Any such action could prevent you from accessing your Account, the Service, Your Content, Service Content, or any other related information.

GENERAL TERMS

We reserve the right to modify, update, or discontinue the Service at our sole discretion, at any time, for any or no reason, and without notice or liability.

Except as otherwise stated above, nothing herein is intended, nor will be deemed, to confer rights or remedies upon any third party.

The Terms contain the entire agreement between you and us regarding the use of the Service, and supersede any prior agreement between you and us on such subject matter. The parties acknowledge that no reliance is placed on any representation made but not expressly contained in these Terms.

Any failure on GEN-AIS’s part to exercise or enforce any right or provision of the Terms does not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. The Terms may not be waived, except pursuant to a writing executed by GEN-AISTM.

If any provision of the Terms is found to be unenforceable or invalid by an arbitrator or court of competent jurisdiction, then only that provision shall be modified to reflect the parties’ intention or eliminated to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect and enforceable.

The Terms, and any rights or obligations hereunder, are not assignable, transferable or sublicensable by you except with GEN-AIS’s prior written consent, but may be assigned or transferred by us without restriction. Any attempted assignment by you shall violate these Terms and be void.

You agree that no joint venture, partnership, employment, agency, special or fiduciary relationship exists between you and GEN-AIS as a result of these Terms or your use of the Service.

Last Updated on 25 May, 2025.

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