

TERMS OF SERVICE

Last updated January 1, 2024.

By accessing or using any website or service made available by Pantheon AI LLC., you acknowledge that you (i) have read and agree to be bound by these terms of service and (ii) agree to comply with all applicable laws and regulations, including U.S. federal, state, and local laws and regulations and export and re-export control laws and regulations.

It is your responsibility to review these terms of service periodically. If at any time you find these terms of service unacceptable or if you do not agree to these terms of service, please do not access the Services.

YOU AGREE THAT BY USING THE SERVICES YOU ARE AT LEAST 18 YEARS OF AGE AND YOU ARE LEGALLY ABLE TO ENTER INTO A CONTRACT.

The following meanings apply in these terms of service: "Site" refers to any website made available by Pantheon AI LLC. "Services" refers to the Site and all services provided by Pantheon AI LLC. "Pantheon", "we", "us" and "our" refer to Pantheon AI LLC. and its employees, consultants, officers, directors, or agents (the "Representatives"). "User," "you" and "your" refer to each customer, visitor or user of any Services. If you access or use the Services on behalf of a company, organization, or other entity, then (a) "you" and "your" also refers to that entity, (b) you represent and warrant that you are a Representative of the entity with the authority to bind it to these terms of service, and (c) you agree to these terms of service on the entity's behalf.

Pantheon Provides Underwriting Tools, But Is Not An Underwriter

Our Services are not a substitute for a professional underwriter, and Pantheon is not an insurance carrier or Managing General Agent and is not providing you professional underwriting counsel.

You Must Ensure Your Account Integrity

Certain parts of the Services require that you have a User Account. You are responsible for all activity that happens on or through your User Account. You may not access or use another person's User Account. Pantheon is not liable for any harm you incur as a result of another person's use of your User Account. You may be held liable for any harm Pantheon incurs as a result of another person's use of your User Account.

Each User Account is associated with a single email address and you will choose the email address you register for a User Account. If the domain of the email address associated with a User Account is owned or controlled by an organization (such as your employer or school), you grant that organization and its User Account administrator(s) permission to: (a) identify User Accounts associated with the domain owned or controlled by the organization; and (b) administer your User Account (which includes suspending or canceling it, resetting potential passwords, or accessing usage, profile, content, or other User Account information). You acknowledge and agree that we may assist the organization with such administration.

Do Not Engage In Prohibited Actions

You agree not to harm the Services and not to access or use the Services to harm others, including Pantheon. For example, you must not engage in any activity or transmit any information that, in our sole discretion: (i) accesses or uses the Services in a manner that is harmful, threatening, harassing, or otherwise objectionable to others; (ii) violates any law or regulation; (iii) improperly impersonates others or misrepresents or conceals your identity or your affiliation with others; (iv) solicits, accesses, discloses, or uses the sensitive information (includes personally identifiable information, User Account, confidential information, or other proprietary or valuable information) of others either without their permission or in an otherwise objectionable manner; (v) violates or infringes the Intellectual Property Rights (as defined below) or other proprietary rights of others; (vi) circumvents or otherwise interferes with security, access or usage restrictions, or other measures employed to control, restrict, or prevent access to the Services or other information contained on or obtained from or through the Services; (vii) damages, disables, interferes with, overburdens, or otherwise impairs the Services or any computer software or hardware or electronic communications equipment; (viii) uses any content or other information contained on or obtained from or through the Services, except as provided for in these terms of service or with our prior written permission; (ix) copies or modifies the Services or otherwise affects the display of the Services as provided by Pantheon or distributes, sells, leases, or makes any portion of the Services available for access by third parties in any manner other than as provided by Pantheon; (x) uses automated or any other unauthorized means to modify, reroute, access, or use the Services; (xi) reverse engineers or otherwise attempts to derive source code of the Services, unless laws prohibit those restrictions or you have our prior written permission; (xii) is in connection with any effort to (a) develop or operate a product or service that is competitive with the Services or that uses ideas, features, functions, or graphics similar to those of the Services, or (b) copy ideas, features, functions, or graphics of the Services; (xiii) accesses or uses the Site or Services for unauthorized advertising, marketing, or communication or for other unauthorized commercial purposes; (xiv) violates these terms of service; (xv) attempts any of the foregoing or assists, permits, or encourages others to do or attempt any of the foregoing.

We Retain To Stop Or Change The Service

We may, without prior notice, change the Services, stop providing the Services or features of the Services, or create usage limits for the Services. We may permanently or temporarily terminate or suspend your access to the Services for any reason, without notice and with no liability of any kind, including if in our sole determination you violate any provision of these terms of service, or

for no reason. Upon termination for any reason or no reason, you continue to be bound by these terms of service. Any data, account history and account content residing on the servers running the Services may be deleted, altered, moved or transferred at any time for any reason in Pantheon's sole discretion, with or without notice and with no liability of any kind. Pantheon does not provide or guarantee, and expressly disclaims, any value, cash or otherwise, attributed to any data residing on the servers running the Services.

Data & User Content

Pantheon takes no responsibility and assumes no liability for any User Content that you or any other user or third party uploads to the Services. You shall be solely responsible for your User Content and the consequences of uploading it.

Pantheon AI will use commercially reasonable efforts to a) employ administrative, technical, and physical safeguards consistent with industry standards designed to protect the confidentiality, integrity, and availability of Client Data maintained on and processed by the Hosted Application Software.

You own all right, title and interest in uploaded content (User Content). You may request in writing that Pantheon destroy all User Content, and Pantheon shall do so within thirty (30) business days. You hereby grant to Pantheon (and its service providers who are under written obligations of confidentiality commensurate in scope and duration with those in this Agreement) a nonexclusive, royalty-free right and license to use User Content while possessed solely for Pantheon's performance under this Agreement and for its internal research and product and service improvement purposes.

Pantheon retains all right to derivative information constructed from User Content. "Derivative Information" means, collectively, (i) information derived or generated from or based on User Content, but not containing User Content, (ii) User Content which has been de-identified or anonymized so that it no longer identifies a specific individual; and, (iii) User Content which has been aggregated with other data but which no longer identifies a specific individual. Derivative Information will be owned solely by Pantheon. Pantheon AI may create and use Derivative Information solely internally for Pantheon AI's business purposes without a duty of accounting to you, such purposes including, but not limited to, (a) to create, test, train, and inform algorithms, machine learning and product automation; (b) to create, train, and test machine learning models for underwriting automation and verification automation and quality detection, and (c) to develop, create, extract, compile, synthesize, analyze and commercialize statistics, analytics, metrics, reports, benchmarks, measures and other information, and (d) to improve or develop trained models, products or services.

Other than as permitted in this Terms of Service, neither Pantheon nor its service providers will sell, rent, disclose, disseminate, make available, or transfer User Content to any third party in exchange for the promise or receipt by Pantheon of monetary or other valuable consideration.

Pantheon grants you a limited license

Subject to your compliance with the terms and conditions of this terms of service, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Services as designed. Pantheon reserves all rights not expressly granted herein in the Services. Pantheon may terminate this license at any time for any reason or no reason.

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You may choose to or we may invite you to submit comments or ideas about the Services, including without limitation about how to improve the Services or our products ("Ideas"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Pantheon under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Pantheon does not waive any rights to use similar or related ideas previously known to Pantheon, or developed by its employees, or obtained from sources other than you.

YOU INDEMNIFY US

Except to the extent prohibited by law, you will indemnify and defend Pantheon and its affiliates, licensors, and suppliers, successors, and assigns, and their respective Representatives, affiliates, licensors, or suppliers, from and against any action, claim, damage, loss, liability, cost, or expense (including reasonable attorneys' fees) arising from or related to the access or use of the Services by you or through your User Account or any violation of these terms by you or through your User Account.

Pantheon retains the exclusive right to settle, compromise, and pay, without your consent, any claims or causes of action that are brought against us. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you have indemnity obligations and you agree to cooperate with our defense of these claims. You agree not to settle, without our prior written consent, any matter for which you have indemnity obligations or in which we are named [as a defendant]. We will reasonably notify you of any matter for which you have indemnity obligations.

NO WARRANTY

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICES IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY

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LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PANTHEON OR ITS AFFILIATES, LICENSORS, OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT ARISE FROM OR RELATE TO THE SERVICES. UNDER NO CIRCUMSTANCES WILL PANTHEON BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES OR YOUR USER ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

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PANTHEON HEREUNDER. EXCEPT FOR PANTHEON'S OBLIGATIONS WITH RESPECT TO YOUR "CONFIDENTIAL INFORMATION" EXPRESSLY SET FORTH ABOVE, PANTHEON EXPLICITLY DISCLAIMS ANY AND ALL LIABILITY AND/OR RESPONSIBILITY FOR ANY DISCLOSURE OF INFORMATION THAT MAY BE DEEMED CONFIDENTIAL BY YOU OR ANY THIRD PARTY. IN NO EVENT SHALL PANTHEON, ITS AFFILIATES, LICENSORS, OR SUPPLIERS BE LIABLE TO YOU FOR ANY ACTION, CLAIM, DAMAGE, LOSS, LIABILITY, COST, OR EXPENSE IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO PANTHEON HEREUNDER.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF PANTHEON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

Pantheon Services are directed to users in the United States

The Services are controlled and operated from the United States. Pantheon makes no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States federal, state, and local laws and regulations, including import, export and re-export control laws and regulations. You may not use the Services if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Services are solely directed to individuals, companies, or other entities located in the United States.

This Terms of Service is assignable only by Pantheon

This Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be transferred or assigned by Pantheon without restriction.

Legal actions and proceedings are governed under California law and heard in California courts. You agree that: (i) the Services shall be deemed solely based in California; and (ii) the Services shall be deemed passive that do not give rise to personal jurisdiction over Pantheon, either specific or general, in jurisdictions other than California. You expressly agree that your rights and obligations, this terms of service and any disputes shall be governed by and interpreted in accordance with the laws of the State of California, excluding its choice of law rules. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any claim or dispute between you and Pantheon that arises in whole or in part from the Services shall be decided exclusively by a court of competent jurisdiction located in Santa Clara County, California, unless submitted to arbitration as set forth in the following paragraph.

Limited arbitration rights

For any claim (excluding claims for injunctive or other equitable relief) under this terms of service where the total amount of the award sought is less than \$10,000, the party requesting relief may elect to resolve the dispute through binding non-appearance-based arbitration. The party electing such arbitration shall initiate the arbitration through an established alternative dispute resolution provider mutually agreed upon by the parties. The alternative dispute resolution provider and the parties must comply with the following rules: a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, as selected by the party initiating the arbitration; b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Notification procedures

Pantheon may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through conspicuous posting of such notice on our website, as determined by Pantheon in our sole discretion. Pantheon reserves the right to determine the form and means of providing notifications to our users. Pantheon is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. We recommend that you add support@pantheonai.co to your email address book to help ensure you receive email notifications from us.

This is our entire agreement and if any portion is deemed invalid, the remaining provisions are valid.

This agreement, together with any amendments and any additional agreements you may enter into with Pantheon in connection with the Service, shall constitute the entire agreement between you and Pantheon concerning the Services. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

No waiver of any term of this terms of service shall be deemed a further or continuing waiver of such term or any other term, and Pantheon's failure to assert any right or provision under this terms of service shall not constitute a waiver of such right or provision.

All materials on this site are strictly for informational purposes only. Pantheon has not investigated, and is not responsible for, the accuracy or completeness of any information provided through the Services.