

These Terms of Service govern how BLAST AI, LLC ("BLAST", "Blast AI," "Blast," "The Camp," "we", "us", or "our"), its members, or any affiliates provide you with their services, academic programs, products, and websites (collectively, the "Services"). By accessing or using the Services, such as by enrolling in our academic camps, by applying to use our Services, by submitting a financial aid application, by checking a box marked "I Agree" (or words of similar sentiment), by using our websites, or paying your enrollment fees, you denote that you have read, understood, and agree to be bound by these Terms of Service (this "Agreement"). We reserve the right to modify these terms and will provide notice of these changes as described below. This Agreement applies to anyone who accesses or uses our Services (each, a "Participant"), including applicants, participants in academic programs, guardians of participants, and website visitors.

Our Services

1. Blast AI provides an educational program to teach its students fundamental concepts regarding machine learning and to introduce them to the research project.

2. Eligibility

- a. This is a contract between you and Blast AI. You must read and agree to these terms before using our Services. If you do not agree, you are not permitted to use the Services.
- b. You may use the Services only if you can form a binding contract with Blast AI, and only in compliance with this Agreement and all applicable local, state, provincial, federal, national, and international laws, rules and regulations. By providing consent for an individual under 18 to use the Services, parents and guardians agree to: (i) exercise oversight of the child's use of the Services, including ensuring that such use is always in accordance with this Agreement, all documents related hereto, and all applicable laws, and to be fully responsible and liable for the child's compliance with this Agreement and the child's use of the Services; (ii) the disclaimers, waivers and limitations of liability set out in this Agreement on your behalf and on the child's behalf; and (iii) be fully liable for and to fully indemnify, defend, and hold harmless Blast AI and our subsidiaries, agents/mandataries, licensors, managers, and other affiliated companies, and their employees, contractors, agents/mandataries, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to legal fees) arising, directly or indirectly, from such child's use of the Services or such child's failure to comply with this Agreement, and all references to "you" or "your" in Section 9 (Indemnity) will be deemed amended to include your child or your ward, as applicable. The Services are not available to any Participants previously removed from the Services by us.

3. Limited License

- a. Subject to the terms and conditions of this Agreement, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Services for your personal, noncommercial use only, and only as permitted by the

features of the Services. Blast AI reserves all rights not expressly granted herein in the Services and the Blast AI Content (as defined below). Blast AI may terminate this license at any time for any reason or no reason.

4. Blast AI Rules

- a. You agree not to engage in any of the following prohibited activities: (i) copying, distributing or disclosing any part of the Services in any medium, including without limitation by any automated or non-automated “scraping”; (ii) using any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc., to access the Services in a manner that sends more request messages to the Blast AI servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that Blast AI grants the operators of public search engines revocable permission to use spiders to copy publicly available materials from the Services for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (iii) transmitting spam, chain letters or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Services; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms or other software agents through the Services; (vii) collecting or harvesting any personally identifiable information, including account names, from the Services; (viii) using the Services for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Services; (xi) accessing any content on the Services through any technology or means other than those provided or authorized by the Services; or (xii) bypassing the measures we may use to prevent or restrict access to the Services, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or the content therein.

5. Changes to the Services

- a. We may, without prior notice, change the Services; stop providing the Services or features of the Services, to you or to Participants generally; or create usage limits for the Services. We may permanently or temporarily terminate or suspend your access to the Services without notice and liability for any reason, including if in our sole determination you violate any provision of this Agreement, or for no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement.

6. Disputes with Other Participants

- a. You are solely responsible for your interactions with other Participants. We reserve the right, but have no obligation, to monitor disputes between you and other Participants. Blast AI shall have no liability for your interactions with other Participants, or for any Participant’s action or inaction.

7. Services Location

- a. The Services are conducted from facilities in the United States. Blast AI 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 risk and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import 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.

Our Proprietary Rights

1. Except for your Participant Content, the Services and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and Participant Content belonging to other Participants (the “Blast AI Content”), and all Intellectual Property Rights related thereto, are the exclusive property of Blast AI and its licensors (including other Participants who post Participant Content to the Services). Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Blast AI Content. Use of the Blast AI Content for any purpose not expressly permitted by this Agreement is strictly prohibited.
2. 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 (together, the “Ideas”). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Blast AI 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, Blast AI does not waive any rights to use similar or related ideas previously known to Blast AI, or developed by its employees, or obtained from sources other than you.

Payment and Pricing

1. For admitted applicants who are not awarded a scholarship, candidates must pay the full price of the program in order to attend. Program fees are listed on our website, and payment details are provided to admitted candidates. Payment fees are inclusive of taxes. Proper payment procedures must be followed in order to attend Blast AI’s academic programs.
2. Blast AI also offers scholarship opportunities for students who cannot afford the full tuition as outlined on our website. Admitted students will receive scholarship

applications, and students must apply within 20 days of the start of the program in order to remain in consideration. Blast AI has no obligation to provide financial aid to any applicants, and we use our own discretion to determine whether a candidate requires financial assistance.

3. The provider of the Services is Blast AI, LLC. If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

Refund and Cancellation Policy

1. Up to 10 days prior to the start of an academic program provided by Blast AI as part of its Services, a refund of 100% of fees is available. No refunds are available thereafter. If unforeseen circumstances arise that prevent Blast AI from providing the Services to its Participants, a refund shall be provided to all Participants excluding money expended due to taxes and payment processing fees. Blast AI reserves the right to cancellation at any time. Please email info@blastai.org with inquiries or questions.

No Professional Advice

1. If the Services provide professional information (for example, medical, legal or financial), such information is for informational purposes only and should not be construed as professional advice. No action should be taken based upon any information contained in the Services. You should seek independent professional advice from a person who is licensed and/or qualified in the applicable area.

Third-Party Links and Information

1. The Services may contain links to third-party materials that are not owned or controlled by Blast AI. Blast AI does not endorse or assume any responsibility for any such third-party sites, information, materials, products or services. If you access a third-party website or service from the Services or share your Participant Content on or through any third-party website or service, you do so at your own risk, and you understand that this Agreement and Blast AI's Privacy Notice do not apply to your use of such sites. You expressly relieve Blast AI from any and all liability arising from your use of any third-party website, service or content, including without limitation Participant Content submitted by other Participants. Additionally, your dealings with or participation in promotions of advertisers found on the Services, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that Blast AI shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

Indemnity

1. You agree to defend, indemnify and hold harmless Blast AI and its subsidiaries, agents, licensors, managers and other affiliated companies, and their employees, contractors, agents, officers, directors and their successors, from and against any and all claims,

damages, obligations, losses, liabilities, costs or debt and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Services, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation; (v) Participant Content; (vi) your willful misconduct; or (vii) claim of libel, defamation, violation of rights of privacy or publicity. This clause shall survive the expiry or termination of this Agreement.

No Warranty

1. 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 kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose or non-infringement. No advice or information, whether oral or written, obtained by you from Blast AI or through the Services will create any warranty not expressly stated herein. Without limiting the foregoing, Blast AI, its subsidiaries, its affiliates and its licensors do not warrant that the content is accurate, reliable or correct; that the Services will meet your requirements; that the Services will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Services are free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Services is downloaded at your own risk and you will be solely responsible for any damage to your computer system or mobile device or loss of data that results from such download or your use of the Services.
2. Blast AI cares about the security of your participant content and any other information you make available to us, but cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your information for improper purposes. You provide your participant content and other information at your own risk.
3. Further, Blast AI does not warrant, endorse, guarantee or assume responsibility for any product or service advertised or offered by a third party through the Services or any hyperlinked website or service, and Blast AI will not be a party to or in any way monitor any transaction between you and third-party providers of products or services.
4. Federal law, some states, provinces and other jurisdictions do not allow the exclusion and limitations of certain implied warranties, so the above exclusions may not apply to you. This Agreement gives you specific legal rights, and you may also have other rights which vary from state to state. The disclaimers and exclusions under this Agreement will not apply to the extent prohibited by applicable law.

Limitation of Liability

1. To the maximum extent permitted by applicable law, in no event shall Blast AI, its affiliates, agents, directors, employees, suppliers or licensors be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses,

arising out of or relating to the use of, or inability to use, the Services. Under no circumstances will Blast AI be responsible for any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Services or your account or the information contained therein.

2. To the maximum extent permitted by applicable law, Blast AI assumes no liability or responsibility for any (i) errors, mistakes or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein; (iv) any interruption or cessation of transmission to or from the Services; (v) any bugs, viruses, trojan horses or the like that may be transmitted to or through our service by any third party; (vi) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted or otherwise made available through the Services; and/or (vii) Participant Content or the defamatory, offensive or illegal conduct of any third party. In no event shall Blast AI, its affiliates, agents, directors, employees, suppliers or licensors be liable to you for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount you paid to Blast AI hereunder or \$100.00, whichever is greater.
3. This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability or any other basis, even if Blast AI has been advised of the possibility of such damage.
4. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This Agreement gives you specific legal rights, and you may also have other rights which vary from state to state. The disclaimers, exclusions, and limitations of liability under this Agreement will not apply to the extent prohibited by applicable law.

Governing Law, Arbitration, and Class Action / Jury Trial Waiver

1. **Governing Law.** You agree that: (i) the Services shall be deemed solely based in California; and (ii) the Services shall be deemed a passive one that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than California. This Agreement shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, the Federal Arbitration Act (9 U.S.C. §§ 1-16) ("FAA") governs the interpretation and enforcement of the Arbitration Agreement in Section 12.2 and preempts all state laws to the fullest extent permitted by law. If the FAA is found to not apply to any issue that arises from or relates to the Arbitration Agreement, then that issue shall be resolved under and governed by the law of your state of residence. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the exclusive personal jurisdiction of the federal and state courts located in California for any actions for which we retain the right to seek

injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a our copyrights, trademarks, trade secrets, patents or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that California is the proper and exclusive forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.

2. **Arbitration.** READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM Blast AI. This Section 12.2 (the “Arbitration Agreement”) applies to and governs any dispute, controversy or claim between you and Blast AI that arises out of or relates to, directly or indirectly: (a) this Agreement, including the formation, existence, breach, termination, enforcement, interpretation, validity or enforceability thereof; (b) access to or use of the Services, including receipt of any advertising or marketing communications; (c) any transactions through, by, or using the Services; or (d) any other aspect of your relationship or transactions with Blast AI, directly or indirectly, as a consumer (“Claim” or collectively, “Claims”). The Arbitration Agreement shall apply, without limitation, to all Claims that arose or were asserted before or after your agreement to this Agreement.
 - a. If you are a new Blast AI Participant, you can reject and opt-out of this Arbitration Agreement within 30 days of accepting this Agreement by emailing us at info@blastai.org with your first and last name and stating your intent to opt-out of the Arbitration Agreement. Note that opting out of this Arbitration Agreement does not affect any other part of this Agreement, including the provisions regarding controlling law or in which courts any disputes must be brought. For any Claim, you agree to first contact us and attempt to resolve the dispute with us informally. In the unlikely event that Blast AI has not been able to resolve a Claim after sixty (60) days, we each agree to resolve any Claim exclusively through binding arbitration by AAA before a single arbitrator (the “Arbitrator”), under the Expedited Procedures then in effect for AAA (the “Rules”), except as provided herein. In the event of any conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall control. AAA may be contacted at www.adr.org, where the Rules are also available. The arbitration will be conducted in the U.S. county where you live or California, unless you and Blast AI agree otherwise. If you are using the Services for commercial purposes, each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys’ fees and reasonable costs for expert and other witnesses. If you are an individual using the Services for non-commercial purposes: (i) AAA may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from AAA; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney’s fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction

without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. You and Blast AI agree that the Arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. The Arbitrator shall also be responsible for determining all threshold arbitrability issues, including issues relating to whether the Agreement, any provision of the Agreement, is unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, unconscionability, or estoppel.

- b. Nothing in this Section shall be deemed as: preventing Blast AI from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights or other proprietary rights; or preventing you from asserting claims in small claims court, if your claims qualify and so long as the matter remains in such court and advances on only an individual (non-class, non-representative) basis.
 - c. If this Arbitration Agreement is found to be void, unenforceable or unlawful, in whole or in part, the void, unenforceable or unlawful provision, in whole or in part, shall be severed. Severance of the void, unenforceable or unlawful provision, in whole or in part, shall have no impact on the remaining provisions of the Arbitration Agreement, which shall remain in force, or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to the Arbitration Agreement. Notwithstanding the foregoing, if the Class Action/Jury Trial Waiver is found to be void, unenforceable or unlawful, in whole or in part, because it would prevent you from seeking public injunctive relief, then any dispute regarding the entitlement to such relief (and only that relief) must be severed from arbitration and may be litigated in a civil court of competent jurisdiction. All other claims for relief subject to arbitration under this Arbitration Agreement shall be arbitrated under its terms, and the parties agree that litigation of any dispute regarding the entitlement to public injunctive relief shall be stayed pending the outcome of any individual claims in arbitration.
3. **Class Action/Jury Trial Waiver.** WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICES FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AND BLAST AI AGREE THAT THE ARBITRATOR MAY AWARD RELIEF ONLY TO AN INDIVIDUAL CLAIMANT AND ONLY TO THE EXTENT

NECESSARY TO PROVIDE RELIEF ON YOUR INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED MAY NOT AFFECT OTHER BLAST AI PARTICIPANTS. YOU AND BLAST AI FURTHER AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND BLAST AI ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO BRING, JOIN, OR PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND AS A PLAINTIFF OR CLASS MEMBER.

General

1. **Assignment.** This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Blast AI without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.
2. **Notification Procedures and Changes to the Agreement.** Blast AI 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 posting of such notice on our website, as determined by Blast AI in our sole discretion. Blast AI reserves the right to determine the form and means of providing notifications to our Participants, provided that you may opt out of certain means of notification as described in this Agreement. Blast AI 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. Blast AI may, in its sole discretion, modify or update this Agreement from time to time, and so you should review this page periodically. When we change the Agreement in a material manner, we will update the 'last modified' date at the top of this page and notify you that material changes have been made to the Agreement. Your continued use of the Services after any such change constitutes your acceptance of the new Terms of Service. If you do not agree to any of these terms or any future Terms of Service, do not use or access (or continue to access) the Services.
3. **Entire Agreement/Severability.** This Agreement, together with any amendments and any additional agreements you may enter into with Blast AI in connection with the Services, shall constitute the entire agreement between you and Blast AI concerning the Services. Except as otherwise stated, 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.
4. **No Waiver.** No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Blast AI's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.
5. **Contact.** Please contact us at info@blastai.org with any questions regarding this Agreement.