ALCHEMY INSIGHTS, INC.,

GRANT PROGRAM TERMS AND CONDITIONS

Last Updated: 07/01/2022

Welcome to the promotional Alchemy Grant Program! By submitting an application for a grant, you ("Participant" or "you") agree to these Alchemy Grant Program Terms and Conditions ("Terms") between you and Alchemy Insights, Inc. ("Alchemy" or "we"), which runs the Alchemy Grant Program on the Alchemy website ("Alchemy Website").

These Terms are part of and subject to the Alchemy Website Terms and Conditions located at https://www.alchemy.com/policies/terms (the "Alchemy Website Terms"), incorporated herein by reference, between you and Alchemy. Unless otherwise defined in these Terms, all capitalized terms have the meaning provided in the Alchemy Website Terms.

IMPORTANT NOTICE REGARDING ARBITRATION: WHEN YOU AGREE TO THESE TERMS YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND ALCHEMY THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 15 "DISPUTE RESOLUTION" BELOW FOR DETAILS REGARDING ARBITRATION. HOWEVER, IF YOU ARE A RESIDENT OF A JURISDICTION WHERE APPLICABLE LAW PROHIBITS ARBITRATION OF DISPUTES, THE AGREEMENT TO ARBITRATE IN SECTION 15 WILL NOT APPLY TO YOU BUT THE PROVISIONS OF SECTION 14 (GOVERNING LAW) WILL APPLY INSTEAD.

Alchemy offers the Alchemy Grant Program (the "Grant Program"), inviting Participants to participate in growing the blockchain ecosystem and driving blockchain adoption through use of the Alchemy Services. These Terms apply to your participation in the Grant Program, and in addition to any other Grant Program terms, describes the Grant Program’s requirements as well as the Grants (defined below) that you may receive as a Participant in the Grant Program.

While all Grant Requests (defined below) and Requirements (defined below) submitted by you (as an applicant or after acceptance into the Grant Program by Alchemy) will be reviewed by Alchemy, your creation or release of a Project (defined below) or your engagement in any other Grant Program related activities, do not obligate Alchemy to provide you with Grants (defined below) or any other Grant Program benefits including any promotional credits you receive by receiving a Grant.

1. Agreement to Terms. By participating in the Grant Program, you agree to be bound by the Terms. If you don’t agree to be bound by the Terms, you are not authorized to participate in the Grant Program.

2. Changes to the Terms. We may update the Terms from time to time in our sole discretion. If we do, we’ll let you know by posting the updated Terms on the Alchemy Website and/or may also send other communications. It’s important that you review the Terms whenever we update them, or you participate in the Grant Program. If you continue to participate in the Grant Program after we have posted updated Terms, it means that you accept and agree to the changes. If you don’t agree to be bound by the changes, you may not participate in the Grant Program anymore. Because our Grant Program is evolving over time, we may change or discontinue all or any part of the Grant Program, at any time and without notice, at our sole discretion.
3. Certain Definitions.

“Alchemy Materials” means all information and materials that may be provided to Participant by Alchemy in the course of the Grant Program and all Intellectual Property Rights thereto.

“AML and KYC Forms” means any and all forms, documents, processes and procedures, including, for the avoidance of doubt, any electronic verification system or process, which Alchemy determines are reasonably necessary for Alchemy to comply with applicable Money Laundering Laws and “know your customer” laws.

“Credits” means promotional value added to your Alchemy Account during your participation in the Grant Program.

“Governmental Authority” means any nation or government, any state or other political subdivision thereof, any entity exercising legislative, judicial or administrative functions of or pertaining to government, including, without limitation, any government authority, agency, department, board, commission or instrumentality, and any court, tribunal or arbitrator(s) of competent jurisdiction, and any self-regulatory organization.

“Grant” means the eligible number of Credits which may be granted to Participants for completion of a Requirement in accordance with Section 5.

“Grant Request” means a general description of each proposed Project, which among other details, specifies the application type, proposal overview, funding amount requested, metrics for success (milestones and number of users/transactions), and other links, demos, whitepapers, and videos.

“Intellectual Property Rights” means patent rights (including patent applications and disclosures), copyrights, trademarks, trade secret rights, and any other intangible property rights recognized in any country or jurisdiction in the world.

“Requirement” has the meaning given in Section 5.1.

“Participant Marks” means the trademarks, service marks, trade names and logos for your entity's products and services.

“Participant Materials” means the Grant Proposal(s), Project(s) and any other materials or information provided by you (including your team members if applicable) to Alchemy in connection with the Grant Program.

“Project” means the software, code, or other materials and content that you submit (or desire to submit) to Alchemy for review and/or consideration by Alchemy for the Grant Program on the Site (defined below) under these Terms.

4. Eligibility; Application Process; Program Requirements.

4.1. Eligibility. The Grant Program is open to individuals and entities that have submitted a completed Grant Proposal via Alchemy’s Website at [●] (or other methods designated by Alchemy). Participants may submit one or more Grant Requests on the Site.
4.2. **Compliance.** You agree to comply with all applicable laws, regulations, statutes, ordinances, Alchemy Terms, and other legal requirements with respect to any of your obligations set out in these Terms and any use of the Credits received hereunder. You certify that neither you, any of the individual(s) who are part of the entity, if an entity is the Participant, nor, if applicable, any of your affiliates or direct or indirect beneficial owners; (i) appears on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC"), nor are you otherwise a party with which Alchemy is prohibited to deal under the laws of the United States; (ii) is a person identified as a terrorist organization on any other relevant lists maintained by any Governmental Authority; or (iii) unless otherwise disclosed in writing to Alchemy prior to the date of these Terms, is a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure. You further represent and warrant that, if applicable, you: (a) have conducted thorough due diligence with respect to all of your beneficial owners; (b) have established the identities of all direct and indirect beneficial owners and the source of each beneficial owners' funds; and (c) will retain evidence of those identities, any source of funds and any due diligence.

4.3. **Application Process.** After you submit a Grant Proposal on the Site, Alchemys may, at their discretion, respond to your Grant Proposal on the Site with additional questions needed for evaluation. Alchemys are solely responsible for approving and rejecting the Grant Requests. Alchemys will post their approval or rejection on the thread located on the Site if your Grant Proposal is accepted or rejected. THE APPROVAL OF FUNDING PROPOSALS AS PART OF THE GRANT PROGRAM IS WITHIN THE ALCHEMY’S SOLE DISCRETION AND ALL DECISIONS RELATED TO THE PROGRAM ARE FINAL AND NON-APPEALABLE.

4.4. **Program Requirements.** To participate in the Grant Program, you agree to do the following:

- **4.4.1.** Have an Alchemy Account in good standing;
- **4.4.2.** Link a valid credit card in your name to your Alchemy Account;
- **4.4.3.** Have previously raised no more than $2,500,000 in total funds;
- **4.4.4.** Have a live website, and be eligible and willing to add the Alchemy Certified Infrastructure badge to your homepage;
- **4.4.5.** Commit to at least one (1) co-marketing initiative with Alchemy per 12 month period in accordance with Alchemy’s reasonable directions;
- **4.4.6.** Execute a one (1) year agreement with Alchemy related to your use of the Alchemy Services;
- **4.4.7.** Be a company, decentralized autonomous organization, or other legal entity that is formed within the last two (2) years;
- **4.4.8.** execute and deliver to Alchemy any additional terms or forms related to the Alchemy Grant Program, as required by the Alchemys and in accordance with timelines, if any, communicated to you by the Alchemys, including documentation to verify your citizenship and residency, statements of work, token swap agreements, investment contracts, etc.;
4.4.9. complete and deliver all AML and KYC Forms required by Alchemy from time to time; and

4.4.10. do and perform, or cause to be done and performed, all such further acts and things, and execute and deliver all such other agreements, certificates, instruments and documents, as Alchemy may reasonably request in order to carry out the intent and accomplish the restrictions set forth herein and/or as shall be requested to comply with then applicable laws and regulations and/or as requested by a digital asset exchange in connection with the listing of the Token.

4.4.11. All Grant Requests, Grants and any actions taken in furtherance thereof, shall abide by all instructions, requirements, terms and conditions set forth at the Site.

4.4.12. If you fail to meet any of the obligations above, Alchemy may hold the Credits deliverable hereunder in escrow until such obligations are met, and such escrow will constitute delivery of the applicable number of Credits in accordance with this instrument notwithstanding that such Credits remain in escrow.

5. Credit Distribution.

5.1. Requirements. To be eligible to receive any Grants or corresponding Credits, you must satisfy Alchemy's requirements (each a “Requirement”). Any completion of a Requirement requires review and approval by Alchemy, such approval to be determined by the Alchemy in its sole discretion. No Requirement will be deemed completed and eligible for the applicable Grants until you have received a written approval notice of your Requirement from Alchemy on the Site. THE GRANTS AS PART OF THE GRANT PROGRAM ARE WITHIN THE ALCHEMY’S SOLE DISCRETION AND ALL DECISIONS RELATED TO THE GRANTS ARE FINAL AND NON-APPEALABLE. Grants are granted without warranty of any kind from Alchemy, express or implied, without limitation. All applicable federal, state and local laws and regulations apply. You agree to be bound by the decisions of Alchemy, which are final and binding on all matters pertaining to the Grant Program.

5.2. Reward. Subject to the terms and conditions of these Terms, as Participant’s sole reward for Participant’s completion of the Requirements, Alchemy shall pay Participant the Grant, as specified by the Alchemy’s on the thread located on the Site, for the completion of Requirements. Participant will perform under this Grant Program at your own expense and using your own resources and equipment. Participant acknowledges that the compensation upon completion of a Requirement represents Participant's entire reward with respect to these Terms, and Alchemy will have no other obligation for any other compensation to or expenses or costs incurred by Participant in connection with the performance of Participant’s obligations under these Terms unless otherwise agreed-upon in writing by the parties.

THE GRANT OF CREDITS TO PARTICIPANTS IS SUBJECT TO COMPLIANCE WITH APPLICABLE LAWS, AS DETERMINED BY ALCHEMY IN ITS SOLE DISCRETION.

5.3. Disbursement of the Grant. Upon completion of the Requirements, funds will be released to the Participant in the form of Credits. Participants must email the AML and KYC Forms and other identification documents, as required by Alchemy.

5.4. Credits and Limitations.
5.4.1. Credits are purely promotional and only to the use of the Alchemy Services provided on Alchemy.

5.4.2. Credits are applied to your Alchemy Account on your Site upon the successful completion of all the conditions of Grant Program including without limitation the completion of any forms or KYC requirements necessary to receive Credits (“Credit Start Date”) and ends on the earlier of (i) the date that your usage exceeds all of the Credit issued by Alchemy or Alchemy cancels all of the issued Credit in accordance with these Terms or (ii) 07/01/2027.

5.4.3. Credits cannot be applied retroactively.

5.4.4. Credits may be used solely to offset future purchases from Alchemy.

5.4.5. Credits are not redeemable for cash or cryptocurrency, have no cash value, and Participant may not sell Credits. Credits may be applied only to your own Alchemy Account and are not transferable. Credits granted are not refundable as cash or cryptocurrency under any circumstances including the termination of the Alchemy Account.


6.1. Publicity. Except where prohibited by applicable law, if your Grant Proposal is approved, you consent to the use of your name, photo and/or likeness, biographical information, and statements attributed to you as a Participant (if true) and/or the individual(s)’ name(s), photo(s) and/or likeness(es), biographical information, and statements attributed to the individual(s) who are a party of an entity, if the entity is the Participant (if true) for advertising and promotional purposes, including without limitation, inclusion in the Alchemy Website, without additional compensation.

6.2. Publication in List. You agree that Alchemy may, but is not required, to include the Projects in published lists and similar compilations and on its online properties while you are Participant in the Grant Program, including on webpages and other promotional materials regarding third party products. You agree to provide Alchemy with product descriptions, images, logos, website links and other content regarding a Project as may be reasonably requested by Alchemy for inclusion in such lists and compilations, and for use in its related marketing activities.

6.3. Public Relations. You will: (a) conduct your business and activities in connection with these Terms in such a manner so as to promote a good image and public relations for Alchemy and the Grant Program; (b) not engage in any unfair or deceptive trade practice involving Alchemy or the Alchemy Grant Program; and (c) not make any false, misleading or disparaging representations or statements with regard to Alchemy or the Grant Program.

7. Representations and Warranties.

7.1. Participant Representations and Warranties. You represent and warrant that: (a) you have the authority to enter into these Terms; (b) the information submitted to Alchemy in connection with your application to join the Grant Program, including in any Grant Proposal, is accurate and complete; and (c) none of your Participant Materials or
Participant Marks: Participant Marks may not infringe upon, violate or misappropriate a third party's Intellectual Property Rights or contain any illegal or defamatory materials, or violate any law or regulation.

7. Disclaimer. THE ALCHEMY WEBSITES, INCLUDING THE GRANT PROGRAM WEBSITE, AND ANY ALCHEMY MATERIALS YOU MAY HAVE ACCESS TO IN CONNECTION WITH THE GRANT PROGRAM ARE PROVIDED “AS-IS” AND “AS AVAILABLE,” WITH ALL FAULTS, DEFECTS AND ERRORS, AND WITHOUT WARRANTY OF ANY KIND. ALCHEMY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES (EXPRESS, IMPLIED, ARISING BY LAW OR OTHERWISE) IN CONNECTION WITH THESE TERMS, INCLUDING ANY REPRESENTATIONS OR WARRANTIES REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. ALCHEMY MAKES NO REPRESENTATION OR WARRANTY THAT: (I) THE GRANT PROGRAM, ALCHEMY WEBSITES OR ALCHEMY MATERIALS WILL MEET YOUR REQUIREMENTS, THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED; (II) YOUR PROJECTS WILL BE COMPATIBLE WITH CURRENT OR FUTURE VERSIONS OF THE ALCHEMY PRODUCTS OR SERVICES; OR (III) YOU WILL PROFIT OR DERIVE ANY ECONOMIC BENEFIT FROM YOUR PARTICIPATION IN THE GRANT PROGRAM.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS OF WARRANTIES MAY NOT APPLY TO YOU.


8.1 Participant Materials. You hereby grant to Alchemy a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, sublicensable right and license to use, reproduce, modify, distribute, display, publish, perform, transmit and access your Participant Materials in connection with the Grant Program and Alchemy' business including, without limitation, for any commercial purpose or advertisement and promotion of Alchemy' products and services, in any media formats, through any media channels or otherwise. For example, you grant Alchemy the right to demonstrate your Project in connection with the Grant Program. You agree not to instigate, support, maintain or authorize any action, claim or lawsuit against Alchemy on the grounds that any use of the Participant Materials as provided herein, infringes any of your rights as creator of the Participant Materials, including, without limitation, trademark rights, copyrights and moral rights. You acknowledge that Alchemy may currently or in the future be developing information internally, or receiving information from other parties, that is similar to your Participant Materials. Nothing in these Terms will be construed as a representation or Terms that Alchemy will not develop or have developed products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in any Participant Materials.

8.2 Participant Marks. You grant to Alchemy a non-exclusive, irrevocable, worldwide, royalty-free, non-sublicensable, royalty-free license to use your Participant Marks solely in connection with the Grant Program and the activities contemplated in Section 4, in any media formats, including, but not limited to advertising, marketing and promoting Alchemy and the Grant Program and services and identification of and discussion about your participation in the Grant Program. All goodwill arising from use of the Participant Marks will inure solely to the benefit of Participant.
8.3. **Alchemy Materials.** In connection with your creation of the Participant Materials, Alchemy hereby grants Participant, during the Term, a limited license to use the Alchemy Materials solely in connection with Participant's participation in the Grant Program.

8.4. **Ownership.** As between you and Alchemy, (a) Alchemy owns all right, title and interest in and to the Alchemy Materials and the Grant Program products and services (including, the Alchemy Website and its trademarks, including all associated Intellectual Property Rights thereto), and (b) you own all right, title and interest in and to your Participant Marks, including all associated Intellectual Property Rights. There are no implied licenses granted by either party, whether by implication, estoppel or otherwise. Subject to Section 8.1, you have and retain ownership of all right, title and interest in and to your Participant Materials, including all associated Intellectual Property Rights, and any modifications, improvements or derivatives of the foregoing made by you thereto.

9. **Confidentiality.** At all times, during the Term of these Terms and hereafter, and to the fullest extent permitted by law, you agree to hold all Confidential Information (as defined below) in strict confidence, not to use it in any way, commercially or otherwise, except for purposes contemplated under the Grant Program, and not to disclose it to others. You also agree to take all actions reasonably necessary to protect the confidentiality of all Confidential Information.

As used herein, "**Confidential Information**" means: (i) any information, materials or knowledge regarding Alchemy and its business, financial condition, products, programming techniques, customers, suppliers, technology or research and development that is disclosed to you or to which you have access in connection with participating in the Grant Program and (ii) the terms and conditions of these Terms. Confidential Information will not include any information that: (a) is or becomes part of the public domain through no fault of you; (b) was rightfully in your possession at the time of disclosure, without restriction as to use or disclosure; or (c) you rightfully receive from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure. Notwithstanding the foregoing, Confidential Information includes any information that, due to its nature or the circumstances of its disclosure, a reasonable person would know, or would have reason to know, should be treated as confidential.

10. **Indemnification.** You agree to release, indemnify, defend and hold Alchemy and its parent, affiliates, subsidiaries, directors, officers, employees and agents, including advertising and promotion agencies, and assigns, and any other organizations related to the Grant Program, harmless from any and all claims, injuries, damages, expenses or losses to person or property and/or liabilities of any nature that in any way arise from participation in the Grant Program, your Projects or acceptance or use of a Grant, including without limitation (i) any condition caused by events beyond Alchemy's control that may cause the Grant Program to be disrupted; (ii) any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of any benefit you may receive in connection with the Grant Program, or acceptance, possession, or use of a Grant, or from participation in the Grant Program; (iii) any printing or typographical errors in any materials associated with the Grant Program; and (iv) any failure to materially comply with any applicable law in performance of your obligations under these Terms.

11. **Limitation of Liability.** NEITHER ALCHEMY NOR ANY OTHER PARTY INVOLVED IN THE ADMINISTRATION OF THE GRANT PROGRAM WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL,
EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR
GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE ARISING OUT
OF OR IN CONNECTION WITH THESE TERMS, WHETHER BASED ON WARRANTY, CONTRACT, TORT
(INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER
OR NOT ALCHEMY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A
LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR
CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL ALCHEMY’S TOTAL LIABILITY
ARISING OUT OF OR IN CONNECTION WITH THESE TERMS EXCEED TEN THOUSAND HUNDRED
U.S. DOLLARS ($10,000).

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL
ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN ALCHEMY AND YOU.

12. **Termination.** The term of these Terms commences from the time when you become a
Participant of the Grant Program and continues until (i) the completion of your participation
in the Grant Program or (ii) the Terms or Grant Program is terminated by Achemy, whichever
is earlier (the “Term”). For example, if for any reason the Grant Program is not capable of
running as planned due to unforeseen changes in business conditions, Achemy’s inability to
create websites and applications for management of or participation in the Grant Program,
infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical
failures, or any other causes which corrupt or affect the administration, security, fairness,
integrity, or proper conduct of this Grant Program, Achemy reserves the right at its sole
discretion to amend these Terms or cancel, terminate, modify or suspend the Grant Program
and terminate these Terms. Achemy may also terminate these Terms for convenience upon
thirty (30) days’ written notice. Upon any termination, discontinuation or cancellation of the
Grant Program or these Terms, all provisions of these Terms which by their nature should
survive will survive, including, without limitation, ownership provisions, warranty
disclaimers, limitations of liability, and dispute resolution provisions.

13. **Personal Information.** The personal information submitted by you in connection with
your application to join the Grant Program and what you provide to us in connection with
your participation in the Grant Program will be used for the purposes described in these
Terms and will otherwise be handled in accordance with the Achemy Privacy Policy, located
at [https://www.Alchemy.one/privacy](https://www.Alchemy.one/privacy), and you acknowledge and agree to such use.

14. **Governing Law and Forum Choice.** These Terms and any action related thereto will be
governed by the U.S. Federal Arbitration Act, federal arbitration law, and the laws of the State
of California, without regard to its conflict of laws provisions. Except as otherwise expressly
set forth in Section 15 “Dispute Resolution,” the exclusive jurisdiction for all Disputes
(defined below) that you and Achemy are not required to arbitrate will be the state and
federal courts located in San Francisco County, California, and you and Achemy each waive
any objection to jurisdiction and venue in such courts.

15. **Dispute Resolution.**

15.1. **Informal Resolution of Disputes.** You and Achemy must first attempt to
resolve any dispute, claim or controversy arising out of or relating to these Terms or the
breach, termination, enforcement, interpretation or validity thereof or the participation in the
Grant Program (collectively, “Disputes”) informally. Accordingly, neither you nor Alchemy may start a formal arbitration proceeding for at least sixty (60) days after one party notifies the other party of a claim in writing. As part of this informal resolution process, you must deliver your written notices via hand or first-class mail to us at Alchemy, Attn: 121 2nd St. Suite #500, San Francisco, CA 94105.

15.2. Mandatory Arbitration of Disputes. We each agree that any Dispute will be resolved solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding. You and Alchemy agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms, and that you and Alchemy are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.

15.3. Exceptions. As limited exceptions to Section 15.1 above: (i) we both may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

15.4. Conducting Arbitration and Arbitration Rules. The arbitration will be conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by these Terms. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org.

Any arbitration hearings will take place in the county (or parish) where you live, unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

15.5. Arbitration Costs. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules, and we won't seek to recover the administration and arbitrator fees we are responsible for paying, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration, we'll pay all of our attorneys’ fees and costs and won't seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys’ fees and expenses to the extent provided under applicable law.

15.6. Injunctive and Declaratory Relief. Except as provided in Section 15.3 above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

15.7. Class Action Waiver. YOU AND ALCHEMY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE
PROCEEDING. Further, if the parties’ Dispute is resolved through arbitration, the arbitrator may not consolidate another person’s claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

15.8. Severability. With the exception of any of the provisions in Section 15.7 of these Terms (“Class Action Waiver”), if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.

16. Assignment. You may not assign or transfer these Terms (by operation of law or otherwise) without the prior written consent of Alchemy and any prohibited assignment will be null and void. Alchemy may assign these Terms or any rights hereunder without your consent. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties’ permitted successors and assigns.

17. Non-Solicitation of Personnel. During the Term of these Terms and for a period of one (1) year thereafter, you agree that you will not, directly or indirectly, solicit the services of any employee or consultant of Alchemy for your own benefit or for the benefit of any other person or entity.

18. Relationship of the Parties. Participant’s relationship with Alchemy is that of an independent contractor, and nothing in these Terms is intended to, or should be construed to, create a partnership, joint venture, or employment relationship. Participant will not be entitled to any of the benefits that Alchemy may make available to its employees. Participant is not authorized to make any representation, contract, or commitment on behalf of Alchemy, unless specifically requested or authorized in writing to do so by an authorized officer of Alchemy. Participant is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of the Services and receipt of fees under these Terms.

19. Notices. Any notices or other communications provided by Alchemy under these Terms will be given: (i) via email; or (ii) by posting to the Alchemy Website or Site. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

20. Miscellaneous. Alchemy is not responsible for transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of Participant Materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by Alchemy on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof. Alchemy is also not responsible for injury or damage to your computer or any other damage resulting from downloading any materials in connection with the Grant Program. In the event that any provision in these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent permitted by law and the remaining provisions will remain in full force and effect to the maximum extent permitted by law. The failure of a party to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Alchemy.
Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. You agree that these Terms and the rules, restrictions and policies contained herein, and Alchemy’s enforcement thereof, are not intended to confer and do not confer any rights or remedies upon any person other than you and Alchemy. These Terms together with the Alchemy Terms and any other policies of Alchemy incorporated herein by reference constitute the entire Terms between Alchemy and you with respect to the subject matter of these Terms.

21. Contact Information. If you have any questions about these Terms or the Grant Program, please contact Alchemy at wagbi@alchemy.com.