TERMS OF SERVICE

AGREEMENT TO TERMS

Welcome to Mobile Pathways. We're glad you're here, and we hope you enjoy everything we have to offer so every immigrant gets fair access to justice.

Please read these Terms carefully because it constitutes a legally binding agreement between you, whether personally or on behalf of an entity ("you"), and Immigration Project Inc., doing business as Mobile Pathways ("Mobile Pathways," "we," "us," or "our"). These Terms govern your use of Pathfinder Classic, Pathfinder AIDE, and any related websites, applications, or tools (collectively, the "Services").

By clicking "I Agree," indicating acceptance electronically, or by installing, accessing or using the Services, you agree to this Agreement. If you do not agree to this Agreement, then you may not use the Services.

INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, our Services are our proprietary property and all source code, databases, functionality, on our Services (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, international copyright laws, and international conventions.

The Content and the Marks are provided on our Services "AS IS" for your information and personal use only. Except as expressly provided in these Terms of Use, no part of our Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use our Services, you are granted access, can use our Services and to download or print a copy of any portion of the Content to which you have properly gained access solely for non-commercial use. We reserve all rights not expressly granted to you in and to our Services, the Content and the Marks.

USER REPRESENTATIONS

By using our Services, you represent and warrant that: (1) you have the legal capacity and you agree to comply with these Terms of Use; (2) you are not under the age of 18 (see Minors, below, for how this applies differently to client data entered on behalf of minors by a partner organization or practitioner); (3) you are not a minor in the jurisdiction in which you reside (4) you will not access our Services through automated or non-human means, whether through a bot, script or otherwise; (5) you will not use our Services for any illegal or unauthorized purpose; (6) your use of our Services will not violate any applicable law or regulation; and (7) if you are a practitioner using Pathfinder AIDE, you will not enter client names, A-numbers, or other personally identifying information directly into the AIDE chat interface, and will instead use the designated case lookup flow for case-specific analysis, consistent with our AI Policy.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of our Services (or any portion thereof).

AI-POWERED FEATURES (PATHFINDER AIDE)

Pathfinder AIDE uses a Claude model provided by Anthropic to help practitioners get faster answers grounded in vetted government immigration data. Your use of AIDE is subject to our AI Policy, which is incorporated into these Terms and covers, among other things:

• What data is (and is never) sent to the underlying AI model, including PII tokenization performed before any data leaves Mobile Pathways' infrastructure;

• Required human review: AI-generated case summaries, forms, and briefs are not legal advice and must be reviewed by a qualified attorney before being relied upon, shared with a client, or filed with a court or agency;

• The heightened standard governing law enforcement and government requests for AI query data (see Third-Party Data Sharing and Government Requests, below); and

• How partner organizations may opt out of AI-powered features.

AI outputs are provisional and not authoritative. You acknowledge that Mobile Pathways is not responsible for legal, strategic, or factual decisions made in reliance on unreviewed AI output.

PERSONAL INFORMATION WE COLLECT AND HOW WE USE IT

This section summarizes our Privacy Policy, which is incorporated into these Terms and controls in the event of any conflict.

About you (practitioners and partner organization staff). We may collect your name, email address, employer or partner organization, job title, login credentials, and

technical information such as browser type and IP address, as well as information from support requests and survey responses.

About clients. Partner organizations and practitioners enter client information into the Services in the course of legal representation, which may include a client's name, date of birth, nationality, contact information, immigration status, and A-number. This data is entered and controlled by the partner organization, not submitted directly by Mobile Pathways.

Case and usage information. Immigration-related case numbers and statuses, and usage data such as interactions with the Services, pages visited, and reports generated.

How we use it. To assist partners, provide and improve the Services, communicate with you, process transactions, ensure safety and security, and comply with legal requirements. We may aggregate, anonymize, or de-identify personal information to advance immigration justice, including for research, reporting, and product improvement. We do not sell your personal data.

AI-powered features. See the AI-Powered Features section above and our AI Policy for how data is handled when you use Pathfinder AIDE.

DATA RESIDENCY AND INTERNATIONAL USE

Mobile Pathways stores personal information at rest on encrypted servers located in the United States, and data in transit remains encrypted at all times. This applies regardless of where a partner organization, practitioner, or client is physically located. If you access the Services from outside the United States, you agree that your data will be transferred to and processed in the United States, which may have data protection standards that differ from those of your jurisdiction.

DATA RETENTION POLICY

We retain user data only as long as necessary:

- Active Accounts: Data is retained while your account is active.
- Dormant Accounts: If inactive for 12 months, stored case history and usage data may be deleted.
- Legal Compliance: Some data may be retained longer if required by law.

If you choose to delete your account, data will be removed within 30 days, unless legal obligations require retention.

FEES AND PAYMENT

We accept the following forms of payment:

- Visa
- Mastercard
- American Express
- Discover

You may be required to purchase or pay a fee to access our services. You agree to provide current, complete, and accurate purchase and account information for all purchases made via our Services. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in U.S. dollars.

You agree to pay all charges or fees at the prices then in effect for your purchases, and you authorize us to charge your chosen payment provider for any such amounts upon making your purchase. If your purchase is subject to recurring charges, then you consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until you notify us of your cancellation.

We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment. We also reserve the right to refuse any order placed through our Services.

CANCELLATION

All purchases are non-refundable. You can cancel your subscription at any time by contacting us using the contact information provided below. Your cancellation will take effect at the end of the current paid term.

If you are unsatisfied with our services, please email us at help@mobilepathways.org or call us at 415-712-2100.

DATA DELETION POLICY

Users can request permanent data deletion by emailing help@mobilepathways.org or using the account settings. Where you are a client whose data was entered by a partner organization, deletion requests should generally be directed to that partner organization, who can coordinate with us; we will also honor a deletion request made directly by a data subject where we can verify their identity and relationship to the data.

- Processing Time: Data will be deleted within 30 days of a verified request.
- Backup & Legal Exceptions: Certain data may be retained in encrypted backups for a limited period, or longer where required by law.

Once deletion is complete, data cannot be recovered.

THIRD-PARTY DATA SHARING

We do not sell your personal data. Data may be shared only under the following circumstances:

- Service Providers: Trusted vendors that process data on our behalf under contractual data protection obligations — for example, hosting, email delivery, and our AI vendor (which receives only tokenized, PII-stripped data).
- Business Transfers: In the event of a merger or acquisition, user data may be transferred.
- Legal, government, and immigration enforcement requests. Mobile Pathways does not disclose partner or client data in response to a government or civil request unless legally compelled to do so; where we receive a subpoena, court order, or other legal request, we notify the affected partner organization unless legally prohibited from doing so, and we assess the request's validity — including consulting counsel where there is any doubt — before responding, and where a request can be directed to the affected partner organization instead of to us, we work to make that happen. For any request from a government agency — including immigration enforcement agencies such as U.S. Immigration and Customs Enforcement (ICE), U.S. Customs and Border Protection (CBP), and other components of the U.S. Department of Homeland Security (DHS) — we will not disclose partner or client data, or any AIDE-related data, including AI query logs and tokenized data, unless the request is backed by a judicial warrant or court order signed by a judge, and an agency's own characterization of a request as a "subpoena" does not by itself satisfy this standard.

All third parties must comply with our privacy policies and require user consent before using data.

This commitment is backed by the policies of our infrastructure providers, who require valid legal process before producing customer data and, where legally permitted, notify affected customers.

DATA BREACH NOTIFICATION
In the event of a data breach, affected users will receive an email notification with further instructions.

- Regulatory Compliance: We will notify authorities if required by law.
- User Actions: Users will be advised to update passwords and monitor account activity.

CHANGES TO TERMS & PRIVACY POLICY
We may update these Terms and our Privacy Policy from time to time. When significant changes occur:

- Notification: Users will be notified via email or in-app alerts.
- Active Consent: If changes impact user rights, explicit consent will be required.
- Plain-Language Summary: Key updates will be provided in a clear and concise format.

Continuing to use our Services after an update constitutes acceptance of the revised terms.

PROHIBITED ACTIVITIES
You may not access or use our Services for any purpose other than that for which we make our Services available. Our Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of our Services, you agree not to:

> Make any unauthorized use of our Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.

Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords, immigrant case information, or similar.

Enter client-identifying information directly into the AIDE chat interface rather than through the designated case lookup flow.

Use any information obtained from our Services in order to harass, abuse, or harm another person.

Use our Services as part of any effort to compete with us or otherwise use our Services and/or the Content for any revenue-generating endeavor or commercial enterprise.

Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of our Services.

Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of our Services to you.

Disparage, tarnish, or otherwise harm, in our opinion, us and/or our Services.

Use our Services in a manner inconsistent with any applicable laws or regulations.
Interfere with, disrupt, or create an undue burden on our Services or the networks or services connected to our Services.

Sell or otherwise transfer your profile.

Sell or otherwise transfer any reports purchased on our Services.

Circumvent, disable, or otherwise interfere with security-related features of our Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of our Services and/or the Content contained therein.

THIRD PARTY WEBSITES AND CONTENT

Our Services may contain (or you may be sent via our Services) links to other websites ("Third-Party Websites") as well as articles, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through our Services or any Third-Party Content posted on, available through, or installed from our Services, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave our Services and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Use no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from our Services or relating to any applications you use or install from our Services.

SITE MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor our Services for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from our Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage our Services in a manner designed to protect our rights and property and to facilitate the proper functioning of our Services.

PRIVACY POLICY

We care about data privacy and security. Please review our full Privacy Policy at [insert current Privacy Policy URL] and our AI Policy at [insert current AI Policy URL], both of which are incorporated into these Terms.

Please be advised our Services are hosted in the United States. If you access the Services from another region with data protection laws that differ from those of the United States, your continued use constitutes agreement to have your data transferred to and processed in the United States.

We do not knowingly accept, request, or solicit personal information directly from children, and do not knowingly market to children. If we receive actual knowledge that anyone under 13 has provided personal information without verifiable parental consent, we will delete that information as quickly as reasonably practical, consistent with the U.S. Children's Online Privacy Protection Act.

MINORS

We do not knowingly permit anyone under 18 to register for or directly use the Services on their own behalf, and we do not knowingly collect personal information directly from a minor through self-registration or direct interaction with the Services. If we learn that a minor has attempted to register for or directly use the Services on their own behalf, we will take steps to close that access.

This is distinct from — and does not restrict — data about a minor that a partner organization or practitioner enters into the Services in the ordinary course of representing that minor as a client, including unaccompanied minors and other minors who are parties to immigration proceedings. This kind of data entry is core to our mission and is permitted, and is governed by the same protections as any other client data. The practitioner or partner organization entering such data is responsible for having the appropriate authority to do so.

Parents, guardians, or partner organizations who believe a minor's data has been mishandled should contact us using the information below.

TERM AND TERMINATION

These Terms of Use shall remain in full force and effect while you use Our Services. We reserve the right to deny access to the use of Our Services. Proper notification will be provided. If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of our Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of our Services without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of our Services.

We cannot guarantee our Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to our Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify our Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use our Services during any downtime or discontinuance of our Services. Nothing in these Terms of Use will be construed to obligate us to maintain and support our Services or to supply any corrections, updates, or releases in connection therewith.

GOVERNING LAW

These Terms of Use and your use of our Services are governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be entirely performed within the State of California, without regard to its conflict of law principles.

CORRECTIONS

There may be information on our Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on our Services at any time, without prior notice.

DISCLAIMER

Our services are provided on an as-is and as-available basis. you agree that your use of our services and our services will be at your sole risk. To the fullest extent permitted by law, we disclaim all warranties, express or implied, in connection with our services and your use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. AI-generated content is not legal advice and is not guaranteed to be accurate or complete; see our AI Policy for required human review before any AI output is relied upon, shared with a client, or filed with a court or agency.

We make no warranties or representations about the accuracy or completeness of our services' content or the content of any websites linked to our services as with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

LIMITATIONS OF LIABILITY

In no event will we or our directors, employees, or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of our services, even if we have been advised of the possibility of such damages.

INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) use of our Services; (2) breach of these Terms of Use; (3) any breach of your representations and

warranties set forth in these Terms of Use; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of our Services with whom you connected via our Services. Notwithstanding the foregoing, we reserve 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, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

USER DATA

We will maintain certain data that you transmit to our Services for the purpose of managing the performance of our Services, as well as data relating to your use of our Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using our Services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting our Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on our Services, satisfy any legal requirement that such communication be in writing.

CALIFORNIA USERS AND RESIDENTS

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

MISCELLANEOUS

These Terms of Use and any policies or operating rules posted by us on our Services or in respect to our Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful,

void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of our Services. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

CONTACT US

In order to resolve a complaint regarding our Services or to receive further information regarding use of our Services, please contact us at:

Immigration Project Inc. | Dba Mobile Pathways
2039 Kala Bagai Way Ave, Suite 500
Berkeley, CA 94704
Phone: 510-588-1411
info@mobilepathways.org