ZOLVE GLOBAL SCHOLARSHIP  
TERMS AND CONDITIONS

Effective: April 15, 2023

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF QUALIFYING FOR THE SCHOLARSHIP. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

ENTRY IN THIS SCHOLARSHIP CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL TERMS AND CONDITIONS. THIS SCHOLARSHIP IS INTENDED FOR THE UNITED STATES ONLY. WHERE APPLICABLE, THE SCHOLARSHIP IS SUBJECT TO FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS. DO NOT ENTER IF YOU ARE NOT ELIGIBLE

These Zolve Scholarship Official Terms and Conditions ("OFFICIAL TERMS AND CONDITIONS") contain an arbitration agreement, which will, with limited exception, require you to submit claims you have against Sponsor to binding and final arbitration. Under the arbitration agreement, (1) you will only be permitted to pursue claims against Sponsor on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding, and (2) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.

Name of Scholarship Program: Zolve Global Scholarship (the "Scholarship/ Scholarship Program")

This Scholarship is sponsored solely by Zolve Innovations, Inc. ("Sponsor"). Any questions, comments or complaints regarding the Scholarship must be directed to the Sponsor by mail to Zolve Innovations, Inc., 609 Main Street, Houston, Texas 77002 or email to hello@zolve.com.

1. **ELIGIBILITY.**
   a. The Scholarship is open only to (i) individuals who have received an offer of admission from an accredited university or college in the United States of America for a full-time on-campus undergraduate/postgraduate/doctorate degree program for a duration of 12 months or more subject to conditions mentioned in the Official Terms and Conditions (ii) are eighteen (18) years of age or the age of majority or other in his or her state or country of residence at the time of entry; (iii) are citizen of any country other than United States of America; and (iii) who are the direct and intended recipient of the Scholarship Announcement (defined below).

   b. If you do not meet the eligibility criteria set forth in (i) through (iii) (inclusive) above, you are not eligible to enter the Scholarship Program. Employees, contractors, officers and directors of Sponsor, its affiliates, parent companies, subsidiaries, divisions, suppliers, distributors and advertising, promotional and judging agencies, and any third party prize provider(s) and/or prize fulfillment service, as applicable (collectively, the "Ineligible Entities"), and members of the immediate families (spouse and biological, adoptive or step-parents, grandparents, children, grandchildren and siblings, and each of their respective spouses regardless of where they reside) or households (whether related or not) of any of the above individuals are not eligible to participate in the Scholarship Program. Please note that any term and conditions which is in violation of these applicable law of the United States of America shall be void.

2. **AGREEMENT TO OFFICIAL TERMS AND CONDITIONS.** By participating, you agree (a) to be bound by these Official Terms and Conditions; (b) as between you and the Sponsor, the decisions of the Sponsor are final on all matters relating to the Scholarship Program; (c) you are not participating on behalf of any employer or third party; and (d) in
the event that you do not comply with these Official Terms and Conditions, that you will be disqualified and your Scholarship (if any) will be forfeited.

3. **SCHOLARSHIP APPLICATION PERIOD.** The application for Scholarship Program begins on April 15, 2023, at 12:00:00 am Eastern Standard Time (“EST”) and ends at 11:59:59 pm EST on June 30, 2023 ("Scholarship Period").

4. **HOW TO PARTICIPATE.**

   a. **Submission:** At the beginning of the Scholarship Period, Sponsor will announce the Scholarship Program through social media post, distribution of pamphlets, brochures or such other method as may be determined from time to time by Sponsor ("Scholarship Announcement"). You must follow the instructions of the Scholarship Announcement to enter into the Scholarship Program.

      i. Only one entry will be accepted for the Scholarship Program per individual. Entrant must enter once during the Scholarship Period and any entry received after the Scholarship Period may not be considered by Zolve. For each Scholarship, Entrant must fully complete and submit the online Scholarship Application form (an “Application”) found at link. As part of the Application process, you may be required to submit the following documents: (a) Passport (b) SAT/ACT/GMAT/GRE Score Card (c) High School Transcript (d) Undergraduate Degree Transcripts (if applicable) (e) Postgraduate Degree Transcripts (if applicable) (f) Resume (g) University Admission Letter (h) Proof of any financial transaction between you and the University; and (i) any other document as deemed necessary by the Sponsor. Further, Sponsor shall verify the phone number through a one-time password sent on your registered mobile number.

      ii. Any Application that does not comply with these Terms and Conditions is void. All Applications become the property of Zolve and will not be acknowledged or returned. Application constitutes permission (except where prohibited by law) to use entrant’s university name, state and country of origin for purposes of advertising, promotion, and publicity in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation and royalty, notification, permission, or approval. Any Application found to contain erroneous, expired, canceled, fraudulent, or fake information is void.

      iii. Only the actual student may participate in the Zolve Scholarship Program, and the completion of the online application form by any family member or other individual or entity will disqualify such Application from this Scholarship Program. Any attempt by any person to file more than one Application by any means (including, but not limited to, the use of multiple email addresses, phone numbers, identities, registrations, or logins; or any other unauthorized method of entry) will result in such person’s automatic disqualification from the Scholarship Program. By submitting an Application, you agree that Zolve may, from time to time, communicate with you regarding products and services that it believes may be of interest to you. Each Applicant must use their email ID while entering into the Scholarship Program. In the event of multiple entries through same e-mail address, the first received Application shall be considered and all other received later shall be considered void and shall be automatically cancelled.

5. **SCHOLARSHIP SCHOLAR SELECTION.**

   a. All Applications will be reviewed for valid entries eligible for participation in the Scholarship Program. All applications will be judged on the basis of the rigorous selection criteria of the Sponsor ("Selection Process"). In the event your Application is shortlisted for the Selection Process, you shall be intimated of the same vide email provided to us in the Application filed by you. Selection Process may include, a preliminary interview round, interview with our esteemed panelists and any other criteria as deemed necessary by the Sponsor for the purpose of ensuring clarity and transparency while undertaking the Selection Process. The Judges’ decision is final and binding. All decisions (including but not limited to eligibility determinations) will be final and binding and are not subject to challenge or appeal. Prize awards are subject to Zolve’s verification of Scholars’ eligibility. The tentative dates for the Selection Process are provided below:
6. **PRIZE(S).**

a. A total of 10 winners will be selected on the basis of the Selection Procedure ("Scholars"). Each Scholar shall be entitled to receive a Scholarship of USD 5000. The Scholarship Money shall be disbursed within 90 days of fulfillment of the additional conditions as mentioned under clause 5.e.

b. The Scholarship money shall be disbursed into the bank account of the partner banking company of the Sponsor for ease of use in the United States. The procedure for the same shall be duly informed to the Scholar by the concerned department of the Sponsor.

c. No more than the advertised number of prizes shall be awarded. The prize is subject to certain terms and conditions as specified in these Official Terms and Conditions. A prize may not be sold, traded, or
commissioned, and is not exchangeable, transferable, substitutable, except in Sponsor's sole discretion. Prize details and availability are subject to change. Prizing may be fulfilled by a third-party fulfillment Sponsor. The prize will only be awarded if properly claimed according to the Official Terms and Conditions. All costs and expenses related to the prize acceptance, the prize, and/or prize use not specified in these Official Terms and Conditions as being provided are the sole responsibility of Scholar(s).

d. All prizes provided by: Zolve Innovations, Inc.

e. **Conditions and restrictions may apply.** Limit: One (1) prize per person. ALL PRIZES ARE AWARDED "AS IS" AND THE SPONSOR DOES NOT MAKE (AND IS NOT RESPONSIBLE FOR) ANY REPRESENTATIONS, GUARANTEES, OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATING TO ANY PRIZE (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

7. **TAMPERING AND DELIVERY DISCLAIMER.**

a. The Sponsor, in its sole discretion, reserves the right to disqualify and prohibit from participating (and void such person’s entries) any person, who the Sponsor determines (in its sole discretion) is or is attempting to: (i) tamper with the Sponsor’s website and/or any part of the Scholarship; (ii) undermine the legitimate operation of the Scholarship by cheating, deception, or other unfair playing practices, (iii) or intending to annoy, abuse, threaten or harass any other entrants, the Sponsor, or the Released Parties or exhibits other unsportsmanlike behavior; and/or (iv) otherwise violate these Official Terms and Conditions or the Terms and Conditions of the Sponsor’s Website. ANY ATTEMPT TO DELIBERATELY DAMAGE, CIRCUMVENT, OR DISRUPT THE SPONSOR’S WEBSITE (OR ANY PART THEREOF) OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SCHOLARSHIP MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, THE SPONSOR AND ITS LICENSEES (IF ANY) RESERVE THE RIGHT TO SEEK DAMAGES AND ANY OTHER AVAILABLE REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. EACH ENTRANT AGREES TO INDEMNIFY AND HOLD HARMLESS THE SPONSOR AND ITS AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES AND/OR LIABILITIES (INCLUDING REASONABLE ATTORNEYS’ FEES AND EXPENSES) THAT MAY BE ASSERTED AGAINST OR INCURRED BY ANY OF THEM AT ANY TIME, IN CONNECTION WITH THE USE THEREOF, AND/OR BY ENTRANT’S BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANTS ASSOCIATED WITH THIS SCHOLARSHIP. The use of any automated device, automated launching or entry software or any other mechanical or electronic means that permits the entrant to automatically enter or evaluate repeatedly is prohibited. The Sponsor disclaims all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method.

b. Released Parties are not responsible for: (1) mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Scholarship Program; (2) any injury or damage to entrant's or any other person’s computer related to or resulting from participating in or downloading any information necessary to participate in the Scholarship Program; (3) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Scholarship Program; (4) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (5) unauthorized human intervention in any part of the entry process or operation of the Scholarship Program; or (5) technical or human error which may occur in the administration of the Scholarship Program or the processing of entries.

c. The Sponsor further reserves the right to: (i) cancel, terminate, suspend, declare null or void, amend, alter, or modify the Scholarship Program, void any suspicious entries, rescind any prize, and/or determine absolute
resolution, and/or an alternate method of conducting the Scholarship Program and/or awarding the prize(s) at any time, for any reason, or if, in the sole discretion of the Sponsor, it is impossible or impractical to complete or conduct the Scholarship Program as planned for any reason, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures of any sort, programming associated with or used in the Scholarship Program, by any human error which may occur in the execution of this Scholarship Program, or any other causes which effect the operation of the Scholarship Program or the rules of the integrity of the Scholarship Program have been violated or compromised in any way, intentionally or unintentionally by any person whether or not a entrant in the Scholarship Program and/or (ii) stop or conclude the Scholarship Program at any time without prior notice. Material changes to the Official Terms and Conditions will be posted on Sponsor’s Scholarship Program’ website page(s), when practical. In the event of termination of the Scholarship Program by Sponsor, Sponsor reserves the right to award any prize(s) in a manner deemed fair and equitable by Sponsor.

8. **PUBLICITY.** Except where prohibited, by accepting a prize, Scholar(s) grants the Sponsor permission to use their names, characters, images, voices, and likenesses worldwide, in perpetuity, in any and all media now known or hereinafter invented in any and all marketing and promotional materials and waive any claims to royalty, right, or remuneration for such use. Each Scholar’s name may be included in a publicly available Scholar’s list. You may opt out of this consent by emailing us at hello@zolve.com with mail subject: “ZOLVE SCHOLARSHIP 2023”. In the email, you must notify us that you wish to revoke your consent here.

9. **USE OF PERSONAL INFORMATION.** The Sponsor will retain the entrant's personal data for a reasonable period of time to enable it to communicate with the entrant regarding the Scholarship Program and/or a prize, to verify that these Official Terms and Conditions have been complied with, and for accounting purposes. This data may be passed to a third party to enable such third party to fulfill any necessary requirements relating to the award of a prize. Any other use of personal data will be in accordance with, and subject to, the Sponsor's Privacy Policy available at https://zolve.com/privacy-policy.

10. **RELEASES, CONDITIONS, AND LIMITATIONS OF LIABILITY.**

a. By participating in the Scholarship Program, each entrant agrees to release and waive any and all claims of liability against the Scholarship Entities and any applicable third party fulfillment service and each of their respective employees and agents (collectively, the "Released Parties") from and against from any and all liability, loss or damage (including personal injury) incurred with respect to the conduct of or participation in the Scholarship Program, or the awarding, shipping/handling, receipt, possession, and/or use or misuse of any prize, including any travel related thereto. By accepting the prize, Scholar(s) hereby agrees that: (i) to release each of the Released Parties from any and all claims in connection with the Scholarship Program and the award or use of the prizes; and (ii) where allowed by law, sign a publicity release confirming consent to use the Scholar's name/lickeness as set forth in Section 8 prior to acceptance of the prize. The Released Parties are not responsible or liable to any entrant or Scholar or any person claiming through such entrant or Scholar for failure to supply the prize or any part thereof, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond the Scholarship Entities’ sole control. Upon awarding the prize, the Sponsor will have no further obligation to Scholar. IN THE EVENT THE FOREGOING RELEASE OR LIMITATION OF LIABILITY IS UNENFORCEABLE UNDER APPLICABLE LAW, ZOLVE’S TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNT YOU PAID TO ZOLVE HEREUNDER OR $100.00, WHICHEVER IS GREATER.

b. Sponsor reserves the right to determine eligibility should special circumstances arise, all decisions are considered final and binding. Sponsor disclaims any responsibility to notify entrants of any aspect related to the conduct of the Scholarship Program. As a condition of participating in the Scholarship Program, entrants agree (and agree to confirm in writing) that: (a) under no circumstances will entrant be permitted to obtain costs, judgments, or
awards for, and entrant hereby knowingly and expressly waives all rights to claim or seek punitive, incidental, consequential, special, or any other damages, other than for actual, third-party out-of-pocket expenses, and in such limitation, entrant further waives any rights to have damages multiplied or otherwise increased; (b) any and all disputes, claims, or causes of action arising out of or connected with this Scholarship Program, or any prize awarded, shall be resolved individually, through binding arbitration as set forth above, without resort to any form of class action; and (c) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred (if any), excluding attorneys’ fees and court costs. Some jurisdictions do not allow the limitations or exclusion of liability, so the above may not apply to every entrant. Participation in the Scholarship Program constitutes entrant’s full and unconditional agreement to, and acceptance of these Official Scholarship Program Terms and Conditions. Winning a prize is contingent upon entrant’s fulfillment of all requirements set forth in these Official Scholarship Program Terms and Conditions.

11. **TAXES.** Any valuation of the prize(s) stated above is based on available information provided to the Sponsor, and the value of any prize awarded to a Scholar may be reported to the IRS as required by law. Each Scholar is solely responsible for reporting and paying any and all applicable federal, state, and local taxes, related to prize acceptance and use not specified in these Official Terms and Conditions. Upon request, each Scholar must provide the Sponsor with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. The Sponsor reserves the right to withhold and deduct taxes from the prize, and Scholar may be required to provide to Sponsor an amount to cover applicable withholding taxes prior to being awarded the prize. Scholar must provide a completed IRS Form W-9 or other IRS forms we may request, as well as valid identification and a valid taxpayer identification number or social security number, before the prize will be awarded. An IRS Form 1099 may be issued to Scholars, as required by law.

12. **CONDUCT AND DECISIONS.** All decisions of the Sponsor will be final and binding on all matters relating to this Scholarship Program. Persons who violate any rule, gain unfair advantage in participating in a Scholarship Program, or obtain Scholar status using fraudulent means will be disqualified. The Sponsor will interpret these Official Terms and Conditions and resolve any disputes, conflicting claims or ambiguities concerning the rules or a Scholarship Program and the Sponsor’s decisions concerning such disputes shall be final. Any reference in these Official Terms and Conditions or as part of the Scholarship Program to the Sponsor’s “discretion” and/or any exercise of discretion by the Sponsor shall mean in Sponsor’s “sole and unfettered discretion.” The Sponsor further reserves the right to terminate the Scholarship Program if in its sole judgment, the rules or the integrity of the Scholarship Program have been violated or compromised in any way, intentionally or unintentionally by any person whether or not a entrant in the Scholarship Program. In the event the Scholarship Program is terminated, none of the Applicant shall be entitled to the Scholarship prize. If applicable, material changes to the Scholarship Program rules will be available on-line at the Sponsor’s website, when practical. The Sponsor’s failure to enforce any term of these Official Terms and Conditions shall not constitute a waiver of this provision.

13. **BINDING ARBITRATION.** Any controversy or claim arising out of or relating to the Scholarship Program shall be settled by binding arbitration in a location determined by the arbitrator as set forth in these Official Terms and Conditions (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS (“JAMS Rules and Procedures”) then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply New York law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant’s filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid,
unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT’S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS PROMOTION OR INDIVIDUAL SCHOLARSHIP IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL TERMS AND CONDITIONS.

14. COMPLIANCE WITH LAW AND GOVERNING LAW. All issues and questions concerning the construction, validity, interpretation and enforceability of the Scholarship Program’s Official Terms and Conditions, or the rights and obligations of entrant and Sponsor in connection with the Scholarship Program, shall be governed by, and construed in accordance with, the laws of the State of Delaware, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 13 of these Official Terms and Conditions and/or for entering any judgment on an arbitration award, shall take place in the State of Delaware, in the City of Houston.