

CareerPaths Site Terms of Service

Last Updated: June 02, 2021

This Site Terms of Service Agreement (“Terms”) governs your use of the CareerPaths marketplace platform offered by Career Tech Limited, doing business as CareerPaths (“we”, “us”, or “CareerPaths”), including our website (careerpaths.io), mobile application (“App”), and services we provide through them (collectively, the website, App, and services referred to as our “Site”). “You” refers to you as a user of the Site.

These Terms apply to users of, including visitors to, our Site. Use of our Site is also subject to our current [Acceptable Use Policy](#). Your use of our Site as a Professional User (defined below) is governed by the [Professional Terms of Service](#). (“Professional Terms”).

PLEASE READ THESE TERMS CAREFULLY. By using our Site or otherwise indicating your acceptance (for example, by agreeing when creating or logging into your account, clicking “I Agree,” etc.), you represent and warrant that you have read, understand, and agree to be bound by these Terms. If you do not agree, do not access or use our Site.

ARBITRATION NOTICE: [Section 17](#) of these Terms contains provisions governing how claims that you and CareerPaths have against each other are resolved, including any claims that arose or were asserted prior to the “Last Updated” date at the top of these Terms. It contains an arbitration agreement that will, with limited exceptions, require disputes between you and CareerPaths to be submitted to binding and final arbitration. Unless you opt out of the arbitration agreement as described in [Section 17](#): (1) you may pursue claims and seek relief against us only on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding; and (2) you waive your right to seek relief in a court of law and to have a jury trial on your claims.

1. CareerPaths Marketplace

By creating an account on our Site, you agree to provide true, accurate, current, and complete information. You agree not to create a Site account using a false identity or providing false information or if you have previously been removed or banned from our Site. You are responsible for maintaining the confidentiality of your Site account information, including your username and password. You are responsible for all activities that occur on or in connection with your Site account and you agree to notify us immediately of any unauthorized access or use of your Site account. You acknowledge and

agree that we are not responsible or liable for any damages, losses, costs, expenses, or liabilities related to any unauthorized access to or use of your Site account.

2. CareerPaths Meetings

A Professional User may offer you the opportunity to participate in a CareerPaths Meeting involving audio, video, or both (each, an “Meeting”).

1. The details of the Meeting will be specified on the Meeting booking page on the Site, including:
 1. the approximate length;
 2. any limits on the number of or criteria for each User and other individuals included by a User who can participate in the Meeting (collectively, “Participants”), for example, a maximum number of Participants per Meeting or per login/video screen;
 3. any booking fee;
 4. scheduling details (for example, Professional User’s availability, specific dates and times, etc.);
 5. the hosting or other platform specified by CareerPaths; and
 6. any other limitations, restrictions, or information.
2. You acknowledge that each Meeting is subject to change in the date or details, or cancellation, in CareerPaths’ sole discretion.
3. You may not cancel, reschedule, substitute, return, or exchange an Meeting after booking and no refunds will be issued.
4. You may not record, use, publish, reproduce, distribute, display, post, or share any portion of the Meeting
5. You will use any communication (for example, Discord, Zoom, Teams, CareerPaths platform, etc.), calendar (for example, Calendly, CareerPaths scheduling tool, etc.), or other platform, software (Stripe, Twilio), or app designated by CareerPaths for the Meeting and will comply with any applicable terms and privacy policies **Please note that some platforms, software, or apps may require that you create your own account on the platform.** You will use any login or other information provided by CareerPaths only to participate in the Meeting.
6. You may end your participation in the Meeting at any time. CareerPaths or the Professional User may end the Meeting at any time. If the Meeting is ended due to a violation of the [Acceptable Use Policy](#), you will promptly notify CareerPaths in writing at hello@careerpaths.io.

5. Acknowledgement

You acknowledge and agree, and will notify each Participant that you include, that

1. any submission made by you or any Participant you include in connection with the Meeting (including any chat, comment, audio, image, video, idea, intellectual property, publicity rights, Feedback, review, photo, email, text, post, element, or other communication) (collectively, "Meeting Submission") is a Submission under the Site Terms;
2. Meeting Submissions will not be private and you and any Participant you include should not share or disclose any personal, private, or sensitive information relating to you or a third party;
3. in addition to the [Site Terms](#), each Meeting Submission is subject to the [Acceptable Use Policy](#) and may not, among other things:
 1. violate, infringe, or misappropriate the intellectual property, privacy, publicity, moral or "droit moral," or other legal rights of any third party; or
 2. communicate anything that is, or that incites or encourages action that is, explicitly or implicitly: illegal, abusive, harassing, threatening, hateful, racist, derogatory, harmful to any reputation, pornographic, indecent, profane, obscene, or otherwise objectionable (including nudity);
4. in addition to the rights you grant under the [Site Terms](#), you and any Participant that you include grant to CareerPaths the exclusive (including exclusive as to you), royalty-free, fully paid, unlimited, universal, sublicensable (through multiple tiers of sublicenses), irrevocable license to use, publish, reproduce, record, modify, edit, and display your name, image, voice, appearance, performance, likeness, and Meeting Submission in connection with the Meeting, including advertising, marketing, promoting, republishing, rebroadcasting, and re-airing the Meeting;
5. CareerPaths may record the Meeting and an Meeting Submission may be edited or modified (for example, add music or captions, capture screenshot or excerpts, or otherwise) and each Meeting Submission (for example, an edited or modified version thereof) may be included in a compilation with content from or featuring others;
6. each Meeting is subject to the [Privacy Policy](#)
7. if you believe that a Participant or an Meeting activity violates the [Acceptable Use Policy](#), you will promptly notify CareerPaths in writing at hello@careerpaths.io;
8. CareerPaths may monitor any Meeting, and CareerPaths retains the right, in its sole discretion, to cancel any Meeting or block any User; and

9. CareerPaths will not be responsible or liable for any Meeting Submission or any Professional Content (including from another Participant or Professional User).

6. Eligibility

- a. Age: You must be at least 16 years old to use our Site.
- b. Eligibility Representations and Warranties: You represent and warrant that:
 - i. you have not been prohibited from using or accessing any aspect of our Site by us or pursuant to any applicable law or regulation;
 - ii. you will comply with all applicable terms of any third party payment provider we select, and you are not on a prohibited list of that payment provider;
 - iii. you (and any Site account that you created or control) have not been previously banned or removed from our Site for any reason; and
 - iv. you are not a convicted sex offender.

7. Fees and Payment

- a. Fees: The fee for a CareerPaths Meeting or other offering is specified on the Professional User's booking page on our Site when you make your request. You agree to pay all amounts due in accordance with the payment terms in effect when you submit your request or purchase merchandise, including any applicable service, transaction, or processing fees.
- b. Currency: All transactions are in Great British Pounds ("GBP") unless otherwise specified at point of purchase. Local currencies will be used where possible and as specified by the Professional User.
- c. Payment: You may request a CareerPaths Meeting by using a valid payment card through the applicable third party payment provider (the payment provider we select). You must provide the third party payment provider with valid payment information (Visa, MasterCard, or other issuer accepted by the payment provider). You acknowledge and agree that CareerPaths does not operate, own, or control the payment provider. Your use of your payment card is governed by your agreement with and the privacy policy of the payment provider, not these Terms. You agree to immediately notify the payment provider of any change in your billing address (or other information) for your payment card. You may not return or exchange a CareerPaths Meeting and no refunds will be issued once the CareerPaths Meeting has taken place.
 - i. App for iOS: If a Professional User rejects your request for a CareerPaths Meeting or the CareerPaths Meeting is not provided, your

CareerPaths account will be issued a credit (in the same currency as paid for) for the value of your purchase. The credit will be maintained in your account and may be redeemed only for purchases on the App for iOS. If, when you make a purchase while logged into your CareerPaths account on the App for iOS, your account has a credit balance, the balance will be redeemed for that purchase (until fully redeemed) and you will be charged for any remaining portion of the price. Credit balances are not refundable, cannot be transferred, cannot be used outside of the App for iOS, and expire or extinguish immediately when redeemed. By making a purchase on the App for iOS, you represent that you are a resident of a country or territory in which payment in the local currency is supported by the App (as listed [here](#)). If you are a resident of a country or territory in which payment in the local currency is not supported by the App for iOS (or located in a country or territory in which payment in the local currency is not supported by the App for iOS), your purchase will not be permitted; however, if such purchase is permitted, CareerPaths reserves the right to cancel your request and no refund will be issued. The countries and territories and respective local currencies supported by the App for iOS are determined by Apple and not by CareerPaths and are subject to change at any time.

- ii. Website and App for Android: By providing your payment information, you agree that CareerPaths may place a pre-authorization hold and, after your request has been fulfilled, authorize the payment provider to immediately charge you for all amounts due and payable with no additional notice to or consent from you.
- d. CareerPaths reserves the right (but is under no obligation) to cancel your CAREERPATHS Video request if: (i) your payment method is declined; or (ii) you have previously been banned or removed from our Site for any reason. CareerPaths also reserves the right at any time to change its fees and payment procedures, including its payment options and terms, either immediately upon posting on our Site or by other notice to you.
- e. Payment Questions: If you have a question about a purchase made on the App or a charge to your payment card, please contact us at hello@careerpaths.io. We have the sole discretion to determine how billing disputes between us will be resolved.

10. Privacy

Your privacy is important to us. Our [Privacy Policy](#) explains how we collect, use, and share personal information and other data. By using our Site, you agree to our [Privacy Policy](#).

11. Third Party Content and Interactions

- a. Our Site may contain features and functionalities that link to or provide you with access to third party content, that is completely independent of CareerPaths, including CareerPaths Meetings, websites, platforms, directories, servers, networks, systems, information, databases, applications, software, programs, products or services, and the Internet in general. Your interactions with third parties, including users and Professional Users, found on or through our Site are solely between you and the third party. You should make whatever investigation you feel necessary or appropriate before proceeding with any contact or interaction, in connection with our Site or otherwise. However, you agree not to contact or interact with any Professional User except as expressly permitted through our Site. You also agree that CareerPaths may, in its sole discretion, intercede in any dispute and you will reasonably cooperate with CareerPaths if it does so. You acknowledge and agree that we are not responsible or liable for any damages, losses, costs, expenses, or liabilities of any kind or nature incurred as the result of any such interaction. You hereby release each CareerPaths Party (defined below) from claims, demands, and damages (actual and consequential) of every kind or nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes or our Site.
- b. From time to time, an entity may be identified on a Professional User's booking page or be associated with the Professional User elsewhere on our Site as a charitable organization or a recipient of funds that are being raised ("Charity"). For example, the Professional User's booking page may indicate that all or a portion of the Professional User's revenue from a CareerPaths Meeting will be given to the Charity. Those arrangements are strictly between the Professional User and the Charity. CareerPaths is not a sponsor of, does not endorse, and is not affiliated with the Charity and is not a commercial co-venturer with respect to such arrangements (unless otherwise expressly stated in writing by CareerPaths). Unless expressly stated, CareerPaths does not control and makes no warranties about the Charity or any donation to the Charity.

12. Links

Our Site may contain links to social media platforms or third party websites. You acknowledge and agree that: (a) the link does not mean that we endorse or are affiliated with the platform or website; and (b) we are not responsible or liable for any damages, losses, costs, expenses, or liabilities related to your use of the platform or website. You should always read the terms and conditions and privacy policy of a platform or website before using it.

13.Changes to our Site

You acknowledge and agree we may change or discontinue any aspect of our Site at any time, without notice to you

14.Termination and Reservation of Rights

You may cancel your Site account at any time by contacting a member of the CareerPaths team at hello@careerpaths.io. We reserve the right to terminate access to our Site to any person, including you, at any time, for any reason, in our sole discretion. If you violate any of these Terms, your permission to use our Site automatically terminates.

15.Indemnification

You agree to indemnify, defend, and hold harmless CareerPaths and its parents, subsidiaries, affiliates, officers, employees, directors, shareholders, agents, partners, vendors, and licensors (each, a “CareerPaths Party,” and collectively, “CareerPaths Parties”) from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including reasonable attorneys’ fees and costs) of any kind or nature arising from, out of, in connection with, or relating to: (a) these Terms; or (b) use of our Site. CareerPaths may select counsel for and control the defense of any claim that you are indemnifying. You will reasonably cooperate with us in connection with any claim.

16.Disclaimers and Limitations on our Liability

- a. You acknowledge and agree that your use of our Site is at your own risk and that our Site is provided on an “as is” and “as available” basis. To the extent permitted by applicable law, the CareerPaths Parties disclaim all warranties, conditions, and representations of any kind, whether express, implied, statutory, or otherwise, including those related to merchantability, fitness for a particular purpose, non-infringement, and arising out of course of dealing or usage of trade.**
- b. In particular, the CareerPaths Parties make no representations or warranties about the accuracy or completeness of content available on or through our Site or the content of any social media platform or third party website linked to or integrated with our Site. You acknowledge and agree that the CareerPaths Parties will have no liability for any: (i) errors, mistakes, or inaccuracies of content; (ii) personal injury, property damage, or other harm resulting from your access to or use of our Site; (iii) any unauthorized access to or use of our servers, any personal information, or user data; (iv)**

any interruption of transmission to or from our Site; (v) any bugs, viruses, trojan horses, or the like that may be transmitted on or through our Site; or (vi) any damages, losses, costs, expenses, or liabilities of any kind incurred as a result of any content posted or shared through our Site.

- c. You acknowledge and agree that any material or information downloaded or otherwise obtained through our Site, including any CareerPaths Meeting, is done at your own risk and that you will be solely responsible for any damages, losses, costs, expenses, or liabilities arising from or in connection with doing so. No advice or information, whether oral or written, obtained by you from us or through our Site, including through a CareerPaths Meeting, will create any warranty not expressly made by us.
- d. You acknowledge and agree that when using our Site, you will be exposed to content from a variety of sources, and that CareerPaths is not responsible for the accuracy, usefulness, safety, legality, or intellectual property rights of or relating to any such content. You further understand and acknowledge that you may be exposed to content that is inaccurate, offensive, indecent, objectionable, or harassing, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against any CareerPaths Party with respect thereto.
- e. To the fullest extent permitted by applicable law, you acknowledge and agree that in no Meeting will any CareerPaths Party be liable to you or to any third party for any indirect, special, incidental, punitive, or consequential damages (including for loss of profits, revenue, or data) or for the cost of obtaining substitute products, arising out of or in connection with these Terms, however caused, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability, or otherwise, and whether or not CareerPaths has been advised of the possibility of such damages.
- f. To the maximum extent permitted by applicable law, our total cumulative liability to you or any third party under these Terms, including from all causes of action and all theories of liability, will be limited to and will not exceed the fees actually received by CareerPaths from you during the 12 months preceding the claim giving rise to such liability.
- g. Certain jurisdictions do not allow the exclusion or limitation of certain damages. If those laws apply to you, some or all of the above exclusions or limitations may not apply to you, and you might have additional rights.
- h. You agree that the limitations of damages set forth above are fundamental elements of the basis of the bargain between CareerPaths and you.

17. Arbitration Agreement and Waiver of Certain Rights

- a. Arbitration: You and CareerPaths agree to resolve any disputes between you and CareerPaths through binding and final arbitration instead of through court proceedings. You and CareerPaths each hereby waive any right to a jury trial of any controversy, claim, counterclaim, or other dispute arising between you and CareerPaths relating to these Terms or our Site (each a "Claim," and collectively, "Claims"). Any Claim will be submitted for binding arbitration in accordance with the Rules of the American Arbitration Association ("AAA Rules"). The arbitration will be heard and determined by a single arbitrator. The arbitrator's decision will be in writing, will include the arbitrator's reasons for the decision, will be final and binding upon the parties, and may be enforced in any court of competent jurisdiction. The parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including any pleadings, briefs, or other documents submitted or exchanged, any testimony or other oral submissions, and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration or by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies.
- b. Costs and Fees: If you demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, CareerPaths will pay as much of the administrative costs and arbitrator's fees required for the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being prohibitive. In the final award, the arbitrator may apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate.
- c. No Preclusions: This arbitration agreement does not preclude you or CareerPaths from seeking action by federal, state, or local government agencies. You and CareerPaths each also have the right to bring any qualifying Claim in small claims court. In addition, you and CareerPaths each retain the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitral attachments or preliminary injunctions, and any such request will not be deemed to be either incompatible with these Terms or a waiver of the right to have disputes submitted to arbitration as provided in these Terms.
- d. No Class Representative or Private Attorney General: You and CareerPaths each agree that with respect to any Claim, neither may: (i) act as a class representative or private attorney general, or (ii) participate as a member of a class of claimants. You agree that no Claim may be arbitrated on a class or

representative basis. The arbitrator can decide only individual Claims (whether brought by you or CareerPaths). The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated.

- e. Severability/No Waiver/Survival: If any provision of this [Section 17](#) is found to be invalid or unenforceable, that provision will be deemed appropriately modified to give effect to the intent of the provision or, if modification is not possible, will be severed and the remainder of this [Section 17](#) will continue in full force and effect. No waiver of any provision of this [Section 17](#) will be effective or enforceable unless recorded in a writing signed by the party waiving such a right or requirement. Such a waiver will not waive or affect any other provision of these Terms. This [Section 17](#) will survive the termination of your relationship with CareerPaths.
- f. 30-Day Opt-Out Right: You have the right to opt out of the provisions of this Arbitration Agreement by sending, within 30 days after first becoming subject to this Arbitration Agreement, written notice of your decision to opt out to the following address: CareerPaths, Spitalfields House, Stirling Way, Borehamwood, Hertfordshire, United Kingdom, WD6 2FX. Your notice must include your name and address, any usernames, each email address you have used to submit your CareerPaths Meeting requests or set up an account on our Site (if applicable), and an unequivocal statement that you want to opt out of this Arbitration Agreement. You agree that if you opt out of this Arbitration Agreement, all other parts of these Terms will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.
- g. **LIMITATIONS**: This [Section 17](#) limits certain rights, including the right to maintain certain court actions, the right to a jury trial, the right to participate in any form of class or representative claim, the right to engage in discovery except as provided in AAA rules, and the right to certain remedies and forms of relief. In addition, other rights that you or CareerPaths would have in court may not be available in arbitration.

18. Other Provisions

- a. Force Majeure: Under no circumstances will any CareerPaths Party be liable for any delay or failure in performance due in whole or in part to any acts of God (such as earthquakes, storms, floods, etc.), unavoidable accidents, laws, rules, regulations or orders of government authorities, acts of war (declared or not), terrorism, hostilities, blockades, civil disturbances, embargoes, strikes, or any other Meeting or cause beyond the reasonable control of any CareerPaths Party.

- b. Choice of Law and Jurisdiction: These Terms will be governed by and construed in accordance with the laws of the England and Wales, without giving effect to any conflict of laws rules or provisions. You agree that any action of whatever nature arising from or relating to these Terms or our Site will be filed only in the courts located in England and Wales. You consent and submit to the personal jurisdiction of such courts for the purposes of any such action.
- c. Severability: If any provision of these Terms is found to be invalid or unenforceable, that provision will be deemed appropriately modified to give effect to the intent of the provision or, if modification is not possible, will be severed from these Terms and will not affect the enforceability of any other provision.
- d. No Waiver or Amendment: The failure by CareerPaths to enforce any right or provision of these Terms will not prevent CareerPaths from enforcing such right or provision in the future and will not be deemed to modify these Terms.
- e. Assignment: CareerPaths may, at any time, assign its rights and obligations under these Terms, including to an affiliated entity or in connection with a sale of assets, merger, acquisition, reorganization, bankruptcy, other transaction, or by operation of law.
- f. Miscellaneous: The term “including” in these Terms will be interpreted broadly and will mean “including, without limitation.” Titles are for convenience only and will not be considered when interpreting these Terms.

19.Changes to these Terms

We may change these Terms. If we do, we will post the revised Terms on our Site and update the “Last Updated” date at the top of these Terms. The revised Terms will be effective immediately if you accept them (for example, by agreeing when you create an account or login to an existing account, or using or continuing to use our Site after the revised Terms have been posted); otherwise, they will be effective 30 days after posting.

Acceptable Use Policy

Last Updated: May 15, 2020

Your use of our Site is governed by this Acceptable Use Policy. Terms that are defined in the Site Terms of Service or Professional Terms of Service will have the same meaning in our Acceptable Use Policy.

You are responsible for your use of our Site, and any Meeting Submission (if you are a Site user) or Professional Content (if you are a Professional User). Our goal is to create a positive, useful, and safe user experience. To promote this goal, we prohibit certain kinds of conduct that may be harmful.

1. You represent and warrant that:

- a. you will not use a false identity or provide any false or misleading information;
- b. you will not create an account if you (or any Site account that you created or controlled) have previously been removed or banned from our Site;
- c. you will not use or authorize the use of any CareerPaths Meeting for any purposes other than: (i) the specific limited purposes set forth in the Site Terms; (ii) those set out in any applicable Additional Terms; or (iii) if you are a Professional User, those set out in any other written agreement; and
- d. you will not request (if you are a User) or fulfil a request for (if you are a Professional User): (i) any other Recipient that is the subject of any criminal action, or that is involved in, connected with or promotes illegal or unlawful activity, violence or hate speech; or (ii) disparages or defames any person, entity, brand, or business.
- e. you will not:
 - i. violate any law, regulation, or court order;
 - ii. violate, infringe, or misappropriate the intellectual property, privacy, publicity, moral or "droit moral," or other legal rights of any third party;
 - iii. take any action (even if requested by another) that is, or submit, post, share, or communicate anything that is, or that incites or encourages, action that is, explicitly or implicitly: illegal, abusive, harassing, threatening, hateful, racist, derogatory, harmful to any reputation, pornographic, indecent, profane, obscene, or otherwise objectionable (including nudity);
 - iv. send advertising or commercial communications, including spam, or any other unsolicited or unauthorized communications;
 - v. engage in spidering or harvesting, or participate in the use of software, including spyware, designed to collect data from our Site, including from any user of our Site;

- vi. transmit any virus, other computer instruction, or technological means intended to, or that may, disrupt, damage, or interfere with the use of computers or related systems;
- vii. stalk, harass, threaten, or harm any third party;
- viii. impersonate any third party;
- ix. participate in any fraudulent or illegal activity, including phishing, money laundering, or fraud;
- x. use any means to scrape or crawl any part of our Site;
- xi. attempt to circumvent any technological measure implemented by us, any of our providers, or any other third party (including another user) to protect us, our Site, users, Recipients, or any other third party;
- xii. access our Site to obtain information to build a similar or competitive website, application, or service;
- xiii. attempt to decipher, decompile, disassemble, or reverse engineer any of the software or other underlying code used to provide our Site; or
- xiv. advocate, encourage, or assist any third party in doing any of the foregoing.

2. Investigations:

You acknowledge and agree that we are not obligated to monitor access to or use of our Site by you or third parties (including monitoring any CareerPaths Meeting, Professional Content, Submission, or Feedback), but we have the right to do so to operate our Site; enforce this Policy or our Terms; or comply with applicable law, regulation, court order, or other legal, administrative, or regulatory request or process; or otherwise.

Professional Terms of Service

Last Updated: June 02, 2021

This Professional Terms of Service Agreement (“Terms”) governs your use as a Professional user of the CareerPaths marketplace platform offered by Career Tech Limited, doing business as CareerPaths (“we”, “us”, or “CareerPaths”), including our website (CareerPaths.io), mobile application (“App”), and services we provide (collectively, the website, App, and services referred to as our “Site”). “You” and “Professional User” refer to you as a Professional user of the Site.

These Terms apply solely to Professional Users of our Site. Use of our Site is also subject to our current Acceptable Use Policy. Any use by you of our Site other than as a Professional User is governed by the [Site Terms of Service](#). (“Site Terms”).

PLEASE READ THESE TERMS CAREFULLY. By using our Site as a Professional User or otherwise indicating your acceptance (for example, by agreeing when creating or logging into your account, clicking “I Agree,” etc.), you represent and warrant that you have read, understand, and agree to be bound by these Terms. If you do not agree, do not access or use our Site as a Professional User.

ARBITRATION NOTICE: [Section 19](#) of these Terms contains provisions governing how claims that you and CareerPaths have against each other are resolved, including any claims that arose or were asserted prior to the “Last Updated” date at the top of these Terms. It contains an arbitration agreement that will, with limited exceptions, require disputes between you and CareerPaths to be submitted to binding and final arbitration. Unless you opt out of the arbitration agreement as described in [Section 19](#): (1) you may pursue claims and seek relief against us only on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding; and (2) you waive your right to seek relief in a court of law and to have a jury trial on your claims.

1. Participation in the CareerPaths Marketplace

- a. Registration: In order to participate on our Site, you must register. By registering, you agree to provide true, accurate, current, and complete information about yourself as prompted by our registration form, as well as any other information reasonably requested by us (collectively, “Registration Data”), and maintain and promptly update the Registration Data to keep it true, accurate, current, and complete. If you do not do so or we reasonably believe that you have not done so, we have the right to suspend or terminate your Site account and your use of our Site. You agree not to create a Site account using a false identity or providing false information, on behalf of another person

(except as outlined below for a parent or legal guardian and Organizations), or if you (and your parent or legal guardian, or an Organization, if applicable) have previously been removed or banned from our Site. You are responsible for maintaining the confidentiality of your Site account information, including your username and password. You are responsible for all activities that occur on or in connection with your Site account and you agree to notify us immediately of any unauthorized access or use of your Site account. You acknowledge and agree that we are not responsible or liable for any damages, losses, costs, expenses, or liabilities related to any unauthorized access to or use of your Site account.

- i. Professional User age 16 or older: Professional Users who are at least 16 years old may register directly. By registering, you represent and warrant that: (A) you are at least 16 years old (and, if between 16 and 18 years old, are registering with the supervision and with the consent of your parent or legal guardian, who also agrees to these Terms); (B) you are of legal age to form a binding contract; (C) you are (and if you are between 16 and 18 years old, your parent or legal guardian is) not barred from using our Site under the laws of the United States, your place of residence (and if you are between 16 and 18 years old, the place of residence of your parent or legal guardian), or any other applicable jurisdiction; and (D) you are (and if you are between 16 and 18 years old, your parent or legal guardian is) responsible for complying with all applicable laws and regulations relating to Professional User's participation on our Site and will fully indemnify the CareerPaths Parties (defined below) for any failure to do so.
 - ii. Parent or Legal Guardian of Professional User, under age 16: Professional Users who are under 16 years old, may register only through a parent or legal guardian who, by registering, represents and warrants that: (A) he or she is the parent or legal guardian of the Professional User and agrees to these Terms; (B) neither the parent or legal guardian nor the Professional User is barred from using our Site under the laws of the United States, the place of residence of the parent, legal guardian, or Professional User, or any other applicable jurisdiction; and (C) he or she is responsible for complying with all applicable laws and regulations relating to Professional User's participation on our Site and will fully indemnify the CareerPaths Parties for any failure to do so.
- b. Promotional Materials: At no cost to CareerPaths, you will provide to us the following promotional materials ("Promotional Materials") within 72 hours of beginning the Professional on-boarding process on our Site: (i) if you would like us to promote your participation on our Site, a high resolution image of yourself; (ii) your Site profile bio; and in future, (iii) a promotional video of

approximately :15 in length to let users know that they can book you on our Site. Please note that you will not be able to receive requests from Users until we receive the Promotional Materials. From time to time we may request additional Promotional Materials from you for CareerPaths' use to promote you on or in connection with our Site or on any social media platform or third party website. Any other materials or photos of or concerning you that you approve for CareerPaths' use will also be Promotional Materials under these Terms.

2. CareerPaths Meetings

You may choose to offer Users and other individuals included by the User the opportunity to participate in a CareerPaths Meeting involving audio, video, or both (each, a "Meeting").

1. The details of each Meeting will be specified on the Meeting booking page on the Site, including:
 1. the approximate length;
 2. any limits on the number of or criteria for each User and any individuals included by a User who can participate in the Meeting (collectively, "Participants") , for example, a maximum number of Participants per Meeting or per login/video screen;
 3. any booking fee;
 4. scheduling details (for example, your availability, specific dates and times, etc.);
 5. the hosting or other platform specified by CareerPaths; and
 6. any other limitations, restrictions, or information.
2. You agree to participate in the Meeting as scheduled and described in the details on the Meeting booking page on the Site. If you are not able to participate for reasons outside your reasonable control, you will promptly notify CareerPaths in writing, and, at CareerPaths' request, you will work with CareerPaths to reschedule the Meeting.
3. You may not record, use, publish, reproduce, distribute, display, post, or share any portion of the Meeting.
4. You will use any video conferencing (for example, Zoom, Teams, Google, CareerPaths platform, etc.), calendar (for example, Calendly, CareerPaths scheduling tool, etc.), or other software or app designated by CareerPaths for the Meeting and will comply with any applicable terms and privacy policies. You will use any login or other information provided by CareerPaths only to participate in the Meeting.
5. At our request, you will:
 1. Advertise, market, and promote the Meeting in advance through your social media channels and otherwise, as mutually agreed,

provided that you will be responsible for that advertising, marketing, and promotion; and

2. Provide CareerPaths with detailed information regarding the nature of the Meeting
6. A User may end their participation in the Meeting at any time. If the Meeting is ended due to a violation of the Acceptable Use Policy, you will promptly notify CareerPaths in writing at hello@careerpaths.io. If you end a Meeting earlier than scheduled for any other reason, we may discuss with you an appropriate adjustment of the payment made to you. CareerPaths will not be responsible for refunding any payment requested by the User.
7. CareerPaths retains the right, in its sole discretion, to cancel any request from a User.
8. No payment will be made to you if you decline, cancel, do not appear, or do not participate in the Meeting as set forth in these Additional Terms and in the details on the Meeting booking page on the Site.

3. **Payment**

1. On completion of each paid Meeting, we will pay you 75% of the applicable price actually received by CareerPaths after subtracting any payment to, or deduction by, the application platform.
2. For each promotional Meeting (for example, offered as a prize in a promotion, etc.), we will compensate you as separately agreed as part of your agreement to participate in the promotional Meeting and not as set forth above.

4. **Acknowledgement**

You acknowledge and agree that:

1. Meeting content will not be private and you should not share or disclose any personal, private, or sensitive information relating to you or a third party;
2. in addition to the rights you grant under the [Professional Terms](#), you grant:
 1. to CareerPaths an exclusive (including exclusive as to you, but excluding the license granted to any platform or media as set out below), royalty-free, fully paid, unlimited, universal, sublicensable (through multiple tiers of sublicenses), perpetual, and irrevocable license in any and all manner and media, whether now known or hereinafter invented or devised to use, publish, reproduce, record, modify, edit, and display your name,

image, voice, appearance, performance, likeness, and Meeting Content, including in or in connection with advertising, marketing, promoting, republishing, rebroadcasting, and re-airing; provided that CareerPaths will not use your Meeting content in or in connection with advertising or marketing without your consent; and

2. to any platform or media on which the Professional content is stored, performed, recorded, republished, rebroadcast, re-aired, or displayed any rights necessary or required by the platform or media in order to store, perform, record, republish, rebroadcast, re-air, or display the Professional content;
3. CareerPaths may record the Meeting and the Meeting content may be edited or modified (for example, add music or captions, capture screenshot or excerpts, or otherwise) and Meeting content (for example, an edited or modified version thereof) may be included in a compilation with content from or featuring others;
4. each Meeting is subject to the [Privacy Policy](#);
5. if you believe that a User or Meeting activity violates the [Acceptable Use Policy](#), you will promptly notify CareerPaths in writing at hello@careerpaths.io;
6. CareerPaths may monitor any Meeting, and CareerPaths retains the right, in its sole discretion, to cancel any Meeting or block any User; and
7. CareerPaths will not be responsible or liable for any Meeting Submission or any Meeting content (including from another User or Professional User).

5. CareerPaths Meeting Content

Any materials, rights of publicity, performances, participation (including any chat, comments, statements, audio, or other communication), or other content that you provide in connection with your participation in the Meeting Content ("Meeting Content") will be Professional Content under the Professional Terms.

1. You are responsible for your Meeting Content.
 1. Your Meeting Content will not be private and you should not share or disclose any personal, private, or sensitive information relating to you or a third party
 2. In addition to the [Professional Terms](#), Meeting Content is subject to the Acceptable Use Policy : and may not, among other

things: violate, infringe, or misappropriate the intellectual property, privacy, publicity, moral or “droit moral,” or other legal rights of any third party; or communicate anything that is, or that incites or encourages action that is, explicitly or implicitly: illegal, abusive, harassing, threatening, hateful, racist, derogatory, harmful to any reputation, pornographic, indecent, profane, obscene, or otherwise objectionable (including nudity).

2. In addition to the rights you grant under the [Professional Terms](#), you grant:
 1. to CareerPaths an exclusive (including exclusive as to you, but excluding the license granted to any platform or media as set out below), royalty-free, fully paid, unlimited, universal, sublicensable (through multiple tiers of sublicenses), perpetual, and irrevocable license in any and all manner and media, whether now known or hereinafter invented or devised to use, publish, reproduce, record, modify, edit, and display your name, image, voice, appearance, performance, likeness, and Meeting Content, including in or in connection with advertising, marketing, promoting, republishing, rebroadcasting, and re-airing; provided that CareerPaths will not use your Meeting Content in or in connection with advertising or marketing without your consent.
 2. to any platform or media on which the Professional Content is stored, performed, recorded, republished, rebroadcast, re-aired, or displayed any rights necessary or required by the platform or media in order to store, perform, record, republish, rebroadcast, re-air, or display the Professional Content.
 3. You acknowledge and agree that Meeting Content may be edited or modified (e.g., add music or captions, capture screenshot or excerpts, or otherwise) and Meeting Content (e.g., an edited or modified version thereof) may be included in a compilation with content from or featuring others.

5. Professional Referral Program

We offer Professional Users and others who register on our Site as a Professional referral source (“CareerPaths Partner”) the opportunity to provide their professional network, friends, families, or other personal contacts the unique referral code we provide you (“Code”) that a prospective Professional user may use to apply to register as a Professional user on our Site (“Referral Program”). **To participate in the Referral Program, you must agree to the following Professional Referral Program Terms (“Referral Terms”), as well as the rest of these Terms:**

- a. CareerPaths reserves the right to suspend or terminate the Referral Program or your participation in the Referral Program at any time for any reason. Without limiting the foregoing, we reserve the right to disqualify anyone from participating in the Referral Program at any time at our sole discretion. A violation of the Referral Terms may also result in the forfeiture of all Referral Fees (defined below) you earned through the Referral Program. We reserve the right to review and investigate activities undertaken in connection with the Referral Program and suspend your Site account, modify the Referral Fee, or take other action in our sole discretion.
- b. Eligibility to participate in this Referral Program is limited to individuals who have registered an account on our Site as a Professional User or CareerPaths Partner. The Referral Program cannot be used for affiliate lead generation or other commercial purposes. Employees, officers, directors, contractors, agents, and representatives of CareerPaths may not participate in the Referral Program.
- c. For every new user whose application to register as a Professional User on our Site using your Code is accepted in writing by CareerPaths ("Referred Professional"), CareerPaths will pay you, for one year, beginning as of the date that the Referred Professional first created an account as a Professional User on our Site using your Code, 5% of the Booking Fee actually received by CareerPaths, except that in the case of a Booking Fee paid through the App, it is 5% of the Net App Booking Fee, for each CareerPaths Meeting the Referred Professional delivers to fulfil a User's request accepted through our Site during that one-year period (excluding any CareerPaths Meeting for which no revenue was earned, and, at CareerPaths' discretion, any CareerPaths Meeting to which a promotion applies or for which a promo code was used) ("Referral Fee"). The Referral Fee is based on the Booking Fee or Net App Booking Fee but is paid from CareerPaths' share of the revenue. Notwithstanding anything to the contrary contained in these Terms, you acknowledge and agree that if a new user does not use your Code when applying to register, has previously registered on our Site (with another code, under another name, or otherwise), has previously begun the on-boarding process for our Site, or if anyone else has received or is receiving a Referral Fee from us in connection with that user, no Referral Fee will be due to you. You further acknowledge and agree that each Referred Professional may have only one referring person or entity, and that we are not obligated to pay a Referral Fee to more than one referring person or entity with respect to any Referred Professional.
- d. This Referral Program may be used only for personal purposes and you may share your Code only with your personal connections. You may not advertise your Code or share it with anyone other than your friends, family, or other

personal contacts (for example, you may not share it on a social media channel). We reserve the right to revoke or refuse to issue any Referral Fees for Referred Professional that we suspect were generated through improper channels or otherwise in violation of these Referral Terms.

- e. You represent and warrant that any messages you use to share your Code with your personal connections will: (i) be created and distributed in a personal manner; (ii) not be distributed in a bulk manner; and (iii) not be an unsolicited commercial email or a “spam” message under any applicable law or regulation. Any messages that do not meet these requirements are expressly prohibited and constitute grounds for immediate termination of your Site account and participation in this Referral Program. Registrations on our Site by a Professional User using a Code that was distributed through an unauthorized channel will not be valid and any Referral Fees issued in connection with such transactions may be revoked.
- f. We reserve the right to deactivate your Site account and any Referred Professional’s Site account, cancel all related Referral Fees, and seek repayment, if we determine, in our sole discretion, that either you or the Referred Professional: (i) has tampered with this Referral Program; (ii) has used (or attempted to use) this Referral Program in a fraudulent, abusive, unethical, unsportsmanlike, or otherwise questionable or suspicious manner; (iii) has breached any of these Referral Terms; or (iv) has violated any law or regulation or infringed or violated the rights of any third party. We also reserve the right to cancel this Referral Program or change these Referral Terms at any time and for any reason in our sole discretion.
- g. By participating in the Referral Program, you agree to release and hold harmless CareerPaths Parties from and against any and all economic liabilities, claims, damages, loss, harm, costs, or expenses, including property damage, that arise from or relate in any way to the Referral Program.
- a. Cancellation of Site Account: If you cancel your Site account, you may, on at least three business days’ advance written notice to us, request that we no longer include your CareerPaths Meetings on our Site and that we not make any new public use of them. We have no obligation as to any use of your CareerPaths Meeting by the Users for whom you created them or by any third party with whom they have already been shared (including Recipients) (including from social media channels or third party websites or platforms).

7. Ownership

- a. Other than Professional Content, we or our licensors own all right, title, and interest in and to: (i) our Site and the “look and feel” of our Site, including all

software, ideas, processes, data, text, media, and other content available on our Site (individually, and collectively, "CareerPaths Content"); and (ii) our trademarks, logos, and brand elements ("Marks"). Our Site, CareerPaths Content, and Marks are each protected under U.S. and international laws. You may not duplicate, copy, or reuse any portion of CareerPaths Content or use the Marks without our prior express written consent. You acknowledge and agree that each request or message from a User is a Submission (as defined in the [Site Terms](#)) owned by the User who created it.

- b. CareerPaths desires to avoid the possibility of misunderstandings if a project developed by us, our employees, or our contractors might seem similar to material submitted to us by you or a third party. To the extent you submit any ideas, suggestions, proposals, plans, or other materials related to our business (individually, and collectively, "Feedback"), you acknowledge and agree that you are submitting that Feedback at your own risk and that CareerPaths has no obligation (including of confidentiality or privacy) with respect to your Feedback, and you grant to CareerPaths a non-exclusive, royalty-free, fully paid, unlimited, universal, sublicensable (through multiple tiers of sublicenses), perpetual, and irrevocable license, in any and all manner and media, whether now known or hereinafter invented or devised, to reproduce, license, distribute, modify, adapt, publicly perform, publicly display, create derivative works of (for example, translations, adaptations, or other changes), and otherwise use and exploit in any manner (including commercially), any and all Feedback.
- c. You hereby waive any and all moral rights or "droit moral" that you may have in Professional Content or Feedback, and you represent and warrant that no third party has any moral, "droit moral" or other rights in the Professional Content or Feedback.

8. Additional Terms

Some products or services offered through the Site may have additional terms and conditions ("Additional Terms"). If Additional Terms apply, we will make them available for you to read in connection with that product or service. By using that product or service, you agree to the Additional Terms. To the extent that the Additional Terms conflict with any of these Terms, these Terms will govern unless the Additional Terms say that all or some of these Terms don't apply.

9. Eligibility

- a. Age: You must be at least 16 years old to use our Site. If you are a minor or under the age of majority in your state of residence, your parent or legal

guardian must agree to these Terms on your behalf and you may access and use our Site only with permission from your parent or legal guardian.

- b. Eligibility Representations and Warranties: You represent and warrant that:
- i. you have not been prohibited from using or accessing any aspect of our Site by us or pursuant to any applicable law or regulation;
 - ii. you will comply with all applicable terms of any third party payment provider we select, and you are not on a prohibited list of that payment provider;
 - iii. you (and any Site account that you created or control) have not been previously banned or removed from our Site for any reason; and
- c. Export Control: You may not use, export, import, or transfer any part of our Site except as authorized by United States law, the laws of the jurisdiction in which you use or access our Site, or any other applicable laws. In particular, but without limitation, no part of our Site may be exported or re-exported: (i) into any country embargoed by the U.S.; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Persons List or Entity List. By using our Site, you represent and warrant that: (x) you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting" country; and (y) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use our Site for any purpose prohibited by law. You acknowledge and agree that products, services, and technology provided by CareerPaths are subject to the export control laws and regulations of the U.S. You will comply with those laws and regulations and will not, without prior U.S. government authorization, export, re-export, or transfer CareerPaths products, services, or technology, either directly or indirectly, to Termination Policy. If we determine that you are a repeat infringer, we may terminate your access to our Site, remove or ban you (and any Site account you created or control), and take other appropriate action in our sole discretion.

11. Privacy

Your privacy is important to us. Our [Privacy Policy](#) explains how we collect, use, and share personal information and other data. By using our Site, you agree to our [Privacy Policy](#).

13. Business Relationship with CareerPaths

- a. You and CareerPaths agree and declare you and CareerPaths are in a direct business relationship and the relationship between the parties, including these Terms, is solely an independent contractor relationship. It is the parties' express intent that their relationship be interpreted and held to be that of independent contractor for all purposes. You acknowledge and agree that you are not a joint venturer, franchisee, partner, agent, or employee of CareerPaths, and will not represent yourself as such. As an independent contractor using our platform to provide marketing, artistic, writing, and photography services to Users, you are solely and exclusively responsible for determining the manner, method, details, and means of your performance under these Terms and you acknowledge and agree that we do not control those elements of your performance. You also retain the option to accept, decline, or ignore any User request. We have no right to, and will not, control the manner or determine the method of accomplishing your performance. You represent and warrant that you are customarily engaged in an independently established trade, occupation, or business.
- b. You represent and warrant that as between CareerPaths and you (whether a Professional User, parent or legal guardian of a Professional User, an Organization, Affiliated Professional, CareerPaths Partner, or otherwise), you assume sole liability for and will pay or cause to be paid all applicable contributions, payments, taxes, and deductions for Social Security, retirement or other benefits, healthcare insurance, unemployment insurance, annuities, pension and welfare fund payments required by law, regulation, or any labour union, and all withholding and income taxes, and make any reports required as a result of participation on our Site under these Terms.
- c. You will use your own equipment to perform your obligations under these Terms.
- d. You are solely responsible for making any disclosure required by any applicable law, regulation, court order or any agreement you may have with any third parties to any person or entity regarding your performance under these Terms.
- e. Your relationship with CareerPaths is non-exclusive, meaning that you may provide similar services to third parties, including CareerPaths' competitors, and you may engage in other business or employment activities. Similarly, we can and do engage third parties to provide services similar to those that you may provide under these Terms.

14. Links

Our Site may contain links to social media platforms or third party websites. You acknowledge and agree that: (a) the link does not mean that we endorse or are affiliated with the platform or website; and (b) we are not responsible or liable for any damages, losses, costs, expenses, or liabilities related to your use of the platform or website. You should always read the terms and conditions and privacy policy of a platform or website before using it.

15.Changes to our Site

You acknowledge and agree we may change or discontinue any aspect of our Site at any time, without notice to you. You acknowledge and agree we may change or discontinue any aspect of our Site at any time, without notice to you.

16.Termination and Reservation of Rights

You may cancel your Site account at any time by contacting a member of the CareerPaths team at hello@careerpaths.io. We reserve the right to terminate access to our Site to any person, including you, at any time, for any reason, in our sole discretion. If you violate any of these Terms, your permission to use our Site automatically terminates.

17.Disclaimer and Limitations on our Liability

- a. You acknowledge and agree that your use of our Site is at your own risk and that our Site is provided on an “as is” and “as available” basis. To the extent permitted by applicable law, the CareerPaths Parties disclaim all warranties, conditions, and representations of any kind, whether express, implied, statutory, or otherwise, including those related to merchantability, fitness for a particular purpose, non-infringement, and arising out of course of dealing or usage of trade.**
- b. In particular, the CareerPaths Parties make no representations or warranties about the accuracy or completeness of content available on or through our Site or the content of any social media platform or third party website linked to or integrated with our Site. You acknowledge and agree that the CareerPaths Parties will have no liability for any: (i) errors, mistakes, or inaccuracies of content; (ii) personal injury, property damage, or other harm resulting from your access to or use of our Site; (iii) any unauthorized access to or use of our servers, any personal information, or user data; (iv) any interruption of transmission to or from our Site; (v) any bugs, viruses, trojan horses, or the like that may be transmitted on or through our Site; or (vi) any damages, losses, costs, expenses, or liabilities of any kind incurred**

as a result of any content or the use of any content posted or shared through our Site.

- c. You acknowledge and agree that any material or information downloaded or otherwise obtained through our Site, including a User request, is done at your own risk and that you will be solely responsible for any damages, losses, costs, expenses, or liabilities arising from or in connection with doing so. No advice or information, whether oral or written, obtained by you from us or through our Site, including through a CareerPaths Meeting, will create any warranty not expressly made by us.
- d. You acknowledge and agree that when using our Site, you will be exposed to content from a variety of sources, and that CareerPaths is not responsible for the accuracy, usefulness, safety, legality, or intellectual property rights of or relating to any such content. You further understand and acknowledge that you may be exposed to content that is inaccurate, offensive, indecent, objectionable, or harassing, and you agree to waive, and do hereby waive, any legal or equitable rights or remedies you have or may have against any CareerPaths Party with respect thereto.
- e. To the fullest extent permitted by applicable law, you acknowledge and agree that in no Meeting will any CareerPaths Party be liable to you or to any third party for any indirect, special, incidental, punitive, or consequential damages (including for loss of profits, revenue, or data) or for the cost of obtaining substitute products, arising out of or in connection with these Terms, however caused, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, and whether or not CareerPaths has been advised of the possibility of such damages.
- f. To the maximum extent permitted by applicable law, our total cumulative liability to you or any third party under these Terms, including from all causes of action and all theories of liability, will be limited to and will not exceed the fees actually received by CareerPaths from you during the 12 months preceding the claim giving rise to such liability.
- g. Certain jurisdictions do not allow the exclusion or limitation of certain damages. If those laws apply to you, some or all of the above exclusions or limitations may not apply to you, and you might have additional rights.
- h. You agree that the limitations of damages set forth above are fundamental elements of the basis of the bargain between CareerPaths and you.

18. Indemnification

You agree to indemnify, defend, and hold harmless CareerPaths and its parents, subsidiaries, affiliates, officers, employees, directors, shareholders, agents, partners, and licensors (each, a "CareerPaths Party," and collectively, "CareerPaths Parties") from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including reasonable attorneys' fees and costs) of any kind or nature, arising from, out of, in connection with, or relating to: (a) these Terms; (b) use of our Site; (c) your negligence, misconduct, or fraud; (d) any action or inaction by you or anyone acting on your behalf; (e) any Organization or Affiliated Professional; (f) any Charity; (g) your status as a parent or legal guardian of a Professional User; (h) Professional Content; (i) Feedback; (j) your eligibility with the NCAA or any other association, group, authority, or organization; or (k) your participation in the Referral Program. CareerPaths may select counsel and control the defense of any claim that you are indemnifying. You will reasonably cooperate with us in connection with any claim.

19. Arbitration Agreement and Waiver of Certain Rights

- a. Arbitration: You and CareerPaths agree to resolve any disputes between you and CareerPaths through binding and final arbitration instead of through court proceedings. You and CareerPaths each hereby waive any right to a jury trial of any controversy, claim, counterclaim, or other dispute arising between you and CareerPaths relating to these Terms or our Site (each a "Claim," and collectively, "Claims"). Any Claim will be submitted for binding arbitration in accordance with the Rules of the American Arbitration Association ("AAA Rules"). The arbitration will be heard and determined by a single arbitrator. The arbitrator's decision will be in writing, will include the arbitrator's reasons for the decision, will be final and binding upon the parties, and may be enforced in any court of competent jurisdiction. The parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions, and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration or by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies.
- b. Costs and Fees: If you demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, CareerPaths will pay as much of the administrative costs and arbitrator's fees required for the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being prohibitive. In the final award, the arbitrator may

apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate.

- c. No Preclusions: This arbitration agreement does not preclude you or CareerPaths from seeking action by federal, state, or local government agencies. You and CareerPaths each also have the right to bring any qualifying Claim in small claims court. In addition, you and CareerPaths each retain the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitral attachments or preliminary injunctions, and any such request will not be deemed to be either incompatible with these Terms or a waiver of the right to have disputes submitted to arbitration as provided in these Terms.
- d. No Class Representative or Private Attorney General: Each of you and CareerPaths agree that with respect to any Claim, neither may: (i) act as a class representative or private attorney general; or (ii) participate as a member of a class of claimants. You agree that no Claim may be arbitrated on a class or representative basis. The arbitrator can decide only individual Claims (whether brought by you or CareerPaths). The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated.
- e. Severability/No Waiver/Survival: If any provision of this [Section 19](#) is found to be invalid or unenforceable, that provision will be deemed appropriately modified to give effect to the intent of the provision or, if modification is not possible, will be severed and the remainder of this [Section 19](#) will continue in full force and effect. No waiver of any provision of this [Section 19](#) will be effective or enforceable unless recorded in a writing signed by the party waiving such a right or requirement. Such a waiver will not waive or affect any other provision of these Terms. This [Section 19](#) will survive the termination of your relationship with CareerPaths.
- f. 30-Day Opt-Out Right: You have the right to opt out of the provisions of this Arbitration Agreement by sending, within 30 days after first becoming subject to this Arbitration Agreement, written notice of your decision to opt out to the following address: CareerPaths, Spitalfields House, Stirling Way, Borehamwood, Hertfordshire, United Kingdom, WD6 2FX. Your notice must include your name and address, any usernames, each email address you have used to set up an account on our Site, and an unequivocal statement that you want to opt out of this Arbitration Agreement. You agree that if you opt out of this Arbitration Agreement, all other parts of these Terms will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

- g. **LIMITATIONS:** This [Section 19](#) limits certain rights, including the right to maintain certain court actions, the right to a jury trial, the right to participate in any form of class or representative claim, the right to engage in discovery except as provided in AAA rules, and the right to certain remedies and forms of relief. In addition, other rights that you or CareerPaths would have in court may not be available in arbitration.

20. Other Provisions

- a. **Force Majeure:** Under no circumstances will any CareerPaths Party be liable for any delay or failure in performance due in whole or in part to any acts of God (such as earthquakes, storms, floods, etc.), unavoidable accidents, laws, rules, regulations or orders of government authorities, acts of war (declared or not), terrorism, hostilities, blockades, civil disturbances, embargoes, strikes, or any other Meeting or cause beyond the reasonable control of any CareerPaths Party.
- b. **Choice of Law and Jurisdiction:** These Terms will be governed by and construed in accordance with the laws of the England & Wales, without giving effect to any conflict of laws rules or provisions. You agree that any action of whatever nature arising from or relating to these Terms or our Site will be filed only in England & Wales. You consent and submit to the personal jurisdiction of such courts for the purposes of any such action.
- c. **Severability:** If any provision of these Terms is found to be invalid or unenforceable, that provision will be deemed appropriately modified to give effect to the intent of the provision or, if modification is not possible, will be severed from these Terms and will not affect the enforceability of any other provision.
- d. **No Waiver or Amendment:** The failure by CareerPaths to enforce any right or provision of these Terms will not prevent CareerPaths from enforcing such right or provision in the future and will not be deemed to modify these Terms.
- e. **Assignment:** CareerPaths may, at any time, assign its rights and obligations under these Terms, including to an affiliated entity or in connection with a sale of assets, merger, acquisition, reorganization, bankruptcy, other transaction, or by operation of law.
- f. **Miscellaneous:** The term “including” in these Terms will be interpreted broadly and will mean “including, without limitation.” Titles are for convenience only and will not be considered when interpreting these Terms.

21. Changes to these Terms

We may change these Terms. If we do, we will post the revised Terms on our Site and update the “Last Updated” date at the top of these Terms. The revised Terms will be effective immediately if you accept them (for example, by agreeing when you create an account or login to an existing account, or using or continuing to use our Site after the revised Terms have been posted); otherwise, they will be effective 30 days after posting.
