

Terms and Conditions for Connect2Peer

INTRODUCTION

These Terms of Use ("Terms") govern your use of the Connect2Peer website, located at [Connect2Peer website URL], any mobile applications, and services ("Site") provided by Connect2Peer Inc., having its registered office at [Your Company Address].

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE, DOWNLOADING, INSTALLING, OR USING OUR MOBILE APPLICATION. BY ACCESSING, REGISTERING, OR USING THIS SITE, YOU AGREE TO BE BOUND BY THESE TERMS, INCLUDING THE DISCLAIMERS SET FORTH BELOW AND THE PRIVACY POLICY. IF YOU ARE NOT WILLING TO BE BOUND BY THESE TERMS OF USE, INCLUDING THE DISCLAIMERS AND PRIVACY POLICY, YOU MAY NOT ACCESS OR USE THIS SITE OR DOWNLOAD OUR MOBILE APPLICATION.

WE RESERVE THE RIGHT, AT OUR DISCRETION, TO MODIFY, ADD, OR REMOVE PORTIONS OF THESE TERMS AT ANY TIME, AND EACH SUCH CHANGE SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING. PLEASE CHECK THESE TERMS PERIODICALLY FOR CHANGES. YOUR CONTINUED USE OF THIS SITE FOLLOWING THE POSTING OF CHANGES TO THESE TERMS WILL MEAN YOU ACCEPT THOSE CHANGES.

GENERAL

1. General Terms

Connect2Peer provides this Site to users seeking mentorship services ("Mentees") and to users seeking to provide mentorship services ("Mentors"). The term "you" or "You" or "User" shall refer to Mentees, Mentors, or any person or entity who views, uses, accesses, browses, or submits any content or material to the Site. The Terms are effective upon acceptance and govern the relationship between you and us, including the provision of any of the Services on our Site. In the event the Terms conflict with any other document/policy/content on our Site, the Terms will prevail over them for the purposes of usage of the Site. Any express waiver or failure to exercise promptly any right under the Terms will not create a continuing waiver or any expectation of non-enforcement. If you do not agree to be bound by the Terms and the Privacy Policy, you may not use our Site in any way and should exit immediately.

2. Services

Connect2Peer acts solely as a venue to connect Mentees and Mentors. In the event that you have any dispute with another user, you release Connect2Peer (and our parents, subsidiaries, officers, directors, shareholders, employees, agents, joint ventures, consultants, successors, and assigns) from any and all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

You are responsible for your acts and omissions. Connect2Peer does not make decisions for you; we only help you find and connect with suitable Mentors. Mentees are responsible for selecting the right Mentor for their needs and should review and investigate each Mentor's self-reported credentials, education, and experience, as well as reviews from other Mentees.

Connect2Peer controls and operates the Site from various locations and makes no representation that this website is appropriate or available for use in all locations. Connect2Peer services may not be available in your location, and available services may vary among locations.

3. Restricted Activities

You acknowledge and agree that Connect2Peer's services are provided for the purpose of facilitating educational mentorship and not for any illegal purposes. You agree not to use the Site to engage in any illegal activities, including but not limited to academic dishonesty, harassment, or any form of abuse.

You also agree not to engage in any of the following restricted activities:

- Violate any local, state, national, or international law.
- Stalk, harass, or harm another individual.
- Collect or store personal data about other users of our Site.
- Impersonate any person or entity.
- Interfere with or disrupt the Site or services or networks connected to the Site.

4. Eligibility and Conduct

If you are a minor (under the age of 18), you shall not register as a User of the Website and shall not transact on or use the Website. If you are below the age of 18, you can use the Site or Services only in conjunction with, and under the supervision of, your parent or guardian who has agreed to the Terms.

You agree to provide accurate, current, and complete information about yourself as may be prompted by a registration form on the website ("Registration Data"). You are responsible for maintaining the security of your password and identification and for all activities that occur under your account.

5. Fees & Refunds

Connect2Peer may, at its sole discretion, revise or change the subscription and connection rates without prior notification. Refunds will be made at the sole discretion of Connect2Peer.

6. Confidentiality of Information

You may obtain direct access via the Site to certain confidential information of Connect2Peer and its affiliates, including without limitation technical, contractual, product, program, pricing, marketing, and other valuable information that should reasonably be understood as confidential ("Confidential Information"). You must hold Confidential Information in strict confidence. All right, title, and interest in the Confidential Information remain with Connect2Peer and its affiliates.

The Terms impose no obligation upon you with respect to Confidential Information that you can establish by legally sufficient evidence: (a) you possessed prior to your receipt from Connect2Peer, without an obligation to maintain its confidentiality; (b) is or becomes generally known to the public through no act or omission by you, or otherwise without violation of the Terms; (c) you obtained from a third party who had the right to disclose it, without an obligation to keep such information confidential; (d) you independently developed without the use of Confidential Information and without the participation of individuals who

have had access to it; or (e) in response to a valid order by a court or other governmental body, as otherwise required by law, or as necessary to establish the rights of either party under these Terms and as disclosed after prior notice to Connect2Peer adequate to afford Connect2Peer the opportunity to object to the disclosure.

7. Terms of Transacting Business

You understand and agree to abide by Connect2Peer's payment policies. You agree that you are willing to pay all costs associated with the services through Connect2Peer. These costs include but are not limited to: (a) a Mentor's hourly rate as listed; (b) travel and transportation fees (if applicable and agreed); (c) cancellation fees as described in a Mentor's cancellation policy, which can be found on a Mentor's profile on the Site; (d) booking service fees between the Mentee and Connect2Peer; (e) commission arrangements between the Mentor and Connect2Peer for services rendered.

8. Advertisements and Promotions

Connect2Peer may run advertisements and promotions from third parties on the Site. Your correspondence or business dealings with, or participation in promotions of, advertisers other than Connect2Peer found on or through the Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such advertiser. Connect2Peer is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such non-Connect2Peer advertisers on the Site.

9. Third-Party Links

Placement of information, logos, links, or names of Mentors or any other third-party entities on the Site does not constitute an endorsement or warranty of their services or opinions or their products. You take full responsibility for a decision to visit or patronize any such entity and hold Connect2Peer harmless from any liability arising from such actions. You further acknowledge that no relationship (such as partnership, agent, joint venturer, or employee) is created between you and Connect2Peer or between any User, including Mentors or other third-party entities, and Connect2Peer by the formation of this Agreement or by your participation on the Site.

You do not control the information provided by Mentors or other third-party entities or users, which you may find to be offensive, harmful, inaccurate, or deceptive. You are responsible for evaluating the accuracy, completeness, and usefulness of any opinion, answer, or other content available through the Site, from third parties, or obtained from a linked site. Please seek the advice of professionals, as appropriate, regarding the evaluation of any specific opinion, answer, product, service, or other content.

10. Text Messages & Push Notifications

We may send various text messages and push notifications for new Mentee messages, reminders, job opportunities, and other relevant communications ("Text Message Program"). Please note that standard data and messaging rates may apply for any text message notifications. Please contact your mobile phone carrier for details.

Your mobile phone carrier's standard data and messaging rates may apply for any messages sent to you from us and from us to you. If you have any questions about your text or data plan, please contact your mobile phone carrier.

11. Intellectual Property Rights

Connect2Peer grants you permission (which may be revoked at any time for any reason or no reason) to use the Site for the services as provided herein and in accordance with these Terms of Use and solely for your own personal, non-commercial use (except as provided herein), provided you do not remove any trademark, copyright, or other notice contained on such pages. No other use is permitted. You may not, for example, incorporate the information, content, or other material in any database, compilation, archive, or cache. Except as specifically authorized by Connect2Peer, you may not deep-link to the Site for any purpose or access the Site manually or with any robot, spider, web crawler, extraction software, automated process, or device to scrape, copy, or monitor any portion of the Site or any information, content, or material on the Site. Connect2Peer reserves all of its statutory and common law rights against any person or entity who violates this paragraph. You may not link or frame to any pages of the Site or any content contained therein, whether in whole or in part, without prior written consent from Connect2Peer. You may like or follow Connect2Peer or share links to the Site via social networking technology referenced on the Site. Any rights not expressly granted herein are reserved.

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"Connect2Peer Trademarks" means all names, marks, brands, logos, designs, trade dress, slogans, and other designations Connect2Peer uses in connection with its products and services. You may not remove or alter any Connect2Peer Trademarks, or co-brand your own products or material with Connect2Peer Trademarks, without Connect2Peer's prior written consent. You acknowledge Connect2Peer's rights in Connect2Peer Trademarks and agree that any use of Connect2Peer Trademarks by you shall inure to Connect2Peer's sole benefit. You agree not to incorporate any Connect2Peer Trademarks into your trademarks, service marks, company names, internet addresses, domain names, or any other similar designations for use on or in connection with computer or Internet-related products, services, or technologies.

Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication, or otherwise. Permission is granted to display, copy, distribute, and download content owned by Connect2Peer on this Site provided that: (a) the copyright notice pertaining to the content remains, and a permission notice (e.g., "used with permission") is added to such content; (b) the use of such content is solely for personal and non-commercial use; (c) such content will not be copied or posted on any networked computer or published in any medium, except as explicitly permitted by valid permission or license covering such materials; and (d) no modifications are made to such content. This permission terminates automatically without notice if you breach any of the terms or conditions in this document. Upon termination, you must immediately destroy any downloaded and/or printed content.

12. Termination and Suspension

Connect2Peer reserves the right to suspend (deactivate) and/or terminate (delete) any user account, with or without notice, at its sole discretion, for any reason or no reason. If your account is suspended and/or terminated, you agree not to use the Site during the period of suspension or after the termination of your account.

In accordance with applicable data protection laws, users have the right to request the deletion of their personal data ("right to be forgotten"). Upon termination (deletion of profile) or upon a valid request under applicable law, Connect2Peer will take all reasonable steps to delete your personal data from our systems unless we are required to retain it for legal or regulatory purposes. To exercise your right to be forgotten, please contact our support team.

13. Disclaimer of Warranties

USE OF THE SITE IS AT YOUR SOLE RISK UNLESS OTHERWISE EXPLICITLY STATED. THE SITE, INCLUDING THE INFORMATION, SERVICES, AND CONTENT, IS PROVIDED ON AN "AS IS", "AS AVAILABLE", AND "WITH ALL FAULTS" BASIS. CONNECT2PEER DISCLAIMS ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE. CONNECT2PEER MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES AS TO THE USEFULNESS, QUALITY, SUITABILITY, TRUTH, ACCURACY, OR COMPLETENESS OF THE SITE.

CONNECT2PEER MAKES NO WARRANTY OR REPRESENTATIONS THAT: (A) THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (B) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE WILL BE ACCURATE OR RELIABLE; (C) THE QUALITY OF ANY PRODUCTS, SERVICES, CONTENT, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED FROM MENTORS WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS; OR (D) ANY ERRORS IN THE SITE WILL BE CORRECTED.

YOU ASSUME ALL RISK FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM OBTAINING ANY CONTENT FROM THE SITE, INCLUDING ANY DAMAGES RESULTING FROM COMPUTER VIRUSES.

14. Limitation of Liability

THE SITE OFFERS A MARKETPLACE FOR THOSE SEEKING MENTORSHIP SERVICES TO CONNECT WITH THOSE SEEKING TO PROVIDE MENTORSHIP SERVICES. YOU UNDERSTAND AND AGREE THAT CONNECT2PEER HAS NO CONTROL OVER THE ACTS OR OMISSIONS OF ANY USER AND THAT CONNECT2PEER MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE QUALITY OF THE SERVICES PROVIDED BY ANY USER. YOU UNDERSTAND AND AGREE THAT CONNECT2PEER IS NOT RESPONSIBLE FOR THE PERFORMANCE OR CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SITE. AS SUCH, CONNECT2PEER EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY WHATSOEVER FOR ANY CONTROVERSIES, CLAIMS, SUITS, INJURIES AND/OR DAMAGES ARISING FROM AND/OR IN ANY WAY RELATED TO THE SITE.

USERS OF THE SITE TRANSACT BETWEEN THEMSELVES. CONNECT2PEER WILL NOT BE INVOLVED IN ANY USER INTERACTIONS. CONNECT2PEER IS NOT RESPONSIBLE FOR DISPUTES, CLAIMS, LOSS, INJURY, OR DAMAGE OF ANY KIND THAT MIGHT ARISE DURING AND AFTER USER INTERACTION.

TO THE FULL EXTENT PERMITTED BY LAW, CONNECT2PEER IS NOT LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA, ELECTRONICALLY TRANSMITTED ORDERS, OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF OR IN CONNECTION

WITH THE SITE, EVEN IF CONNECT2PEER HAS PREVIOUSLY BEEN ADVISED OF, OR REASONABLY COULD HAVE FORESEEN, THE POSSIBILITY OF SUCH DAMAGES, HOWEVER THEY ARISE, WHETHER IN BREACH OF CONTRACT OR IN TORT (INCLUDING NEGLIGENCE), INCLUDING WITHOUT LIMITATION DAMAGES DUE TO: (A) THE USE OF OR THE INABILITY TO USE THE SITE; (B) THE COST OR PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED, OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SITE; (C) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE, INCLUDING WITHOUT LIMITATION UNAUTHORIZED ACCESS TO OR ALTERATION OF TRANSMISSION OR DATA, MALICIOUS OR CRIMINAL BEHAVIOR, OR FALSE OR FRAUDULENT TRANSACTIONS; OR (D) CONTENT OR INFORMATION USERS MAY DOWNLOAD, USE, MODIFY, OR DISTRIBUTE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL CONNECT2PEER'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE, EXCEED (A) THE AMOUNT PAID BY YOU TO CONNECT2PEER OR A CONNECT2PEER PARTNER, IF ANY, OR (B) \$500 (WHICHEVER IS LESS).

15. Indemnification

You agree to indemnify, defend, and hold harmless Connect2Peer and its subsidiaries, affiliates, shareholders, officers, directors, agents, licensors, suppliers, other partners, employees, and representatives from and against any and all claims, demands, causes of action, losses, expenses, damages, and/or liabilities, including reasonable attorney's fees and court costs, incurred by Connect2Peer in any way related to your (a) acts and/or omissions on or off the Site; (b) violation of any rights of another, including without limitation any alleged infringement of intellectual property or other rights of any person or entity relating to the Site; (c) breach of these Terms of Use; (d) disputes with or between other Users; (e) use and/or misuse of the Site, including without limitation any information, content, and/or materials thereon; (f) violation of any applicable law or regulation; (g) inaccurate, untimely, incomplete, or misleading User information, including without limitation with respect to registration, profile, or eligibility; (h) misstatements and/or misrepresentations; (i) use of links to third-party websites, including without limitation such websites' availability, terms of use, privacy policy, information, content, materials, advertising, products, and/or services; (j) User information and any acts or omissions with respect to such User information; (k) use of any information in third-party reports;

(l) any interactions or transactions between you and other Users of the Site; or (m) any violation of applicable laws or regulations. This indemnification obligation will survive the termination of these Terms of Use and your use of the Site.

16. Governing Law and Dispute Resolution

These Terms of Use and any disputes arising out of or related to them will be governed by and construed in accordance with the laws of the jurisdiction in which Connect2Peer is located, without regard to its conflict of law principles. You agree that any legal action or proceeding arising out of or relating to these Terms of Use or the Site will be brought

exclusively in the courts located in that jurisdiction, and you consent to the personal jurisdiction of such courts.

17. Changes to Terms of Use

Connect2Peer reserves the right to modify these Terms of Use at any time. Any changes will be effective immediately upon posting the revised Terms of Use on the Site. Your continued use of the Site following the posting of any changes constitutes your acceptance of those changes. It is your responsibility to review these Terms of Use periodically for updates.

18. Miscellaneous

These Terms of Use, along with our Privacy Policy and any additional agreements or policies referenced herein, constitute the entire agreement between you and Connect2Peer regarding your use of the Site and supersede all prior agreements and understandings, whether written or oral, regarding the same subject matter. If any provision of these Terms of Use is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect. No waiver of any term or condition of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and any failure of Connect2Peer to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

19. Contact Information

If you have any questions about these Terms of Use, please contact us at:

Connect2Peer

[Insert Contact Email]

[Insert Contact Phone Number]

[Insert Mailing Address]

By using the Site, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use. Thank you for choosing Connect2Peer!