

Counsly Terms of Service

Date of Last Update: (last updated/effective date)

Welcome to Counsly (“Counsly,” “we,” and “us”). Counsly is a mobile application that students (collectively, “User/you”) can use to collect relevant information in preparation for college applications.

These Terms of Service (“Terms”) set forth your rights and obligations with respect to your use of Counsly’s mobile application and any other services offered as part of Counsly’s services (“Application,” “Services”).

1. Introduction

These Terms govern your use of our Services. This section provides important disclaimers and information about our Services.

PLEASE NOTE THAT COUNSLY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF HIGHER EDUCATION INSTITUTIONS OR THIRD PARTY COLLEGE APPLICATION PLATFORMS SUCH AS THE COMMON APPLICATION, NOR DOES IT GUARANTEE ADMISSIONS, INTERVIEWS, OR ANY OTHER PARTICULAR RESULT OF A COLLEGE APPLICATION.

Please read these terms carefully, as they constitute a legal agreement between you and counsly. By accessing or using our Application you hereby agree to be bound by these Terms.

2. Modifications

Counsly reserves the right, at its sole discretion, to amend, update, or change these Terms any time and without prior notice. If we modify these Terms, we will post a notification of the modification on our website. By continuing to access or use the Application, you accept and agree to be bound by any modified Terms. The updated Terms will supersede prior versions or prior agreements.

3. Privacy Policy

Our Privacy Policy [[insert link](#)] discusses how we collect, process, and safeguard your personal information through use of our Application. Please read the Privacy Policy carefully prior to using our Application.

4. Intellectual Property Rights

The Application and all rights therein are and shall remain Counsly's exclusive property. The Application and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) (together, the "Intellectual Property") are owned by Counsly, its licensors, or other providers of such material and are protected by United States copyright, trade secret, and other intellectual property laws. Users may not use, copy, adapt, modify, distribute, license, sell, publicly display, or otherwise exploit the Application except as expressly permitted in these Terms. You may not decompile, reverse engineer or disassemble the Application except as permitted by applicable law.

5. **User Requirements**

a. User Eligibility

If you are younger than 13, you may not download or use Counsly Services or access or provide any content.

If you are age 13 or older but under the age of 18, you may use Counsly Services only under the supervision of a parent or legal guardian who agrees to be bound by this Policy. If you are a parent or legal guardian agreeing to the Terms for the benefit of a child who is 13 or older but under the age of 18, you are fully responsible for your child's use of the Services.

b. User Account

To use our services, you must download our Application and become a registered user. In registering for and using the Application, you agree to:

- provide accurate, current and complete information about you as requested by Counsly;
- maintain the confidentiality of your password and other information related to the security of your account;
- maintain and promptly update any registration information you provide to Counsly;
- keep such information accurate, current and complete; and
- be fully responsible for all use of your account and for any actions that take place through your account.

Counsly cannot and will not be liable for any loss or damages arising from your failure to provide accurate information or to keep your password secure.

6. **User-Generated Content**

We may, at our sole discretion, permit you to post, upload, publish, submit, or transmit content (such posting by the User, "**User Content**").

By submitting any User Content on or through our Services, you grant to Counsly a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, use, view, copy, adapt, modify, distribute, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such User Content, in any media, to operate, promote, improve, or market Counsly or our Services.

Counsly is not responsible or liable to any third party for User Content or accuracy of any User Content that is posted by you or any other user of our Services. Counsly reserves the right to remove or refuse to post any User Content for any reason, in its sole discretion. You hereby acknowledge and agree that you are solely responsible for all User Content. Accordingly, you represent and warrant that you have all rights, licenses, consents, and releases that are necessary to grant to Counsly the license above.

Additionally, we welcome and encourage you to provide feedback, comments, and suggestions for improvements to Counsly (“Feedback”). You agree that Counsly has the right, but not the obligation, to use such Feedback without any obligation to provide you credit, royalty payment, or ownership interest in any changes made to our Services.

7. Third-Party Providers

By using our Services, we may provide you with access to third-party websites, information, and services, including, without limitation, third-party databases, networks, servers, software, programs, systems, directories, applications, or products. You hereby acknowledge that Counsly does not control such third-party websites and services and therefore cannot be held responsible for their content, operation, or use. Counsly does not give any representation, warranty, or endorsement, express or implied, with respect to the legality, accuracy, quality, or authenticity of content, information, or services provided by such third-party websites and services. Counsly disclaims any and all responsibility or liability for any harm resulting from your use of such third-party websites and services, and you hereby irrevocably waive any claim against Counsly with respect to the content or operation of any such third-party websites and services.

The Application may contain links to third-party websites. When you click on a link to a third-party website, you will be subject to that website’s terms and conditions (including privacy policies). You acknowledge that you access any third-party websites at your own risk. Therefore, you should review applicable terms and policies of any third-party websites.

In addition, you acknowledge that no joint venture, partnership, employment, or agency relationship exists between you, Counsly or any third-party websites as a result of these Terms or your use of our services.

8. **Monitoring and Termination**

Counsly reserves the right to:

- Remove, suspend, terminate, or block any user account for any reason in our sole discretion, including due to User breach of our Terms of Service or Privacy Policy, when required to for compliance with applicable laws, or for any other reason;
- Remove or refuse to post any content for any or no reason in our sole discretion;
- Take any action with respect to any User Account or User Content that we deem necessary or appropriate in our sole discretion, including if we believe that such content violates these Terms, infringes any right of any person or entity, threatens the personal safety of users of the website or the public, or could create liability for Counsly;
- Take appropriate legal action, including, without limitation, referral to law enforcement, for any illegal or unauthorized use of our Services;
- Terminate or suspend your access to all or part of our Services for any reasons, including violations of these Terms, violation of any applicable laws, or to protect the safety or property of other users, Counsly or third parties; and
- Cease offering or deny access to the Application or any portion thereof with respect to you, at any time for any reason.

Counsly also reserves the right, but does not assume the obligation, to investigate any violations of these Terms. Counsly may report any activity that it suspects violates any law or regulation to law enforcement officials, regulators, or other appropriate third parties. Such reporting may include disclosing your Content. Counsly may also cooperate with law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations.

9. **Network Access and Device**

You are responsible for obtaining the data network access necessary to use the Application. Your mobile network's data and messaging rates and fees may apply if you access or use the Application from your device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Application and any updates thereto. Counsly does not guarantee that the Application, or any portion thereof, will function on any particular hardware or devices. In no event will Counsly be responsible for Application malfunctions or delays inherent in the use of the Internet and electronic communications.

10. **Warranty Disclaimer**

THE SERVICES ARE PROVIDED “AS IS,” AND TO THE MAXIMUM EXTENT ALLOWED BY LAW, COUNSLY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF ACCURACY, RELIABILITY, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, EXPRESS OR IMPLIED, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM.

USER ACKNOWLEDGES AND AGREES THAT COUNSLY HAS MADE NO REPRESENTATION, WARRANTY, OR GUARANTEE AS TO THE BENEFITS, IF ANY, TO BE RECEIVED BY USER AS A RESULT OF USING THE APPLICATION. COUNSLY MAKES NO REPRESENTATION THAT THE APPLICATION ARE ACCESSIBLE IN ALL LOCATIONS. YOU HEREBY ACKNOWLEDGE THAT YOU ARE USING COUNSLY AT YOUR OWN RISK.

COUNSLY DOES NOT REPRESENT OR WARRANT THAT ACCESS TO THE SERVICES WILL BE UNINTERRUPTED OR THAT THERE WILL BE NO FAILURES, ERRORS, OMISSIONS, OR LOSS OF TRANSMITTED INFORMATION. COUNSLY ALSO DOES NOT WARRANT THAT NO VIRUSES OR OTHER MALWARE WILL BE TRANSMITTED THROUGH THE SERVICES.

11. **Limitation of Liability**

COUNSLY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE APPLICATION, REGARDLESS OF THE NEGLIGENCE (EITHER ACTIVE, AFFIRMATIVE, SOLE, OR CONCURRENT) OF COUNSLY, EVEN IF COUNSLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COUNSLY SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND COUNSLY'S REASONABLE CONTROL. THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. COUNSLY'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

12. **Assignability**

You may not assign or transfer these Terms without Counsly's prior written approval. Counsly may assign or transfer these Terms, at its sole discretion without your consent. Any purported assignment in violation of this section shall be void.

13. Indemnity

You agree to defend, indemnify and hold harmless Counsly and its employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs, debt or expenses (including without limitation attorneys' fees) arising out of or related to any claim, suit, action or proceeding by a third party arising out of or relating to your use of the Application, breach of these Terms (including any Counsly policy referenced in these Terms), violation of law, or any Content that you share on the Application, or otherwise transfer, process, use or store in connection with the Application.

14. Governing Law

This Agreement (and any material incorporated by reference herein), as well as any disputes in relation to or arising from this Agreement and the matter it addresses, shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, United States. Any action based on, relating to, or alleging breach of this Agreement must be brought in a state or federal court in Suffolk County, Massachusetts. Both parties agree to submit to the exclusive personal jurisdiction and venue of such courts.

15. Language

This Agreement was originally written in English (US). To the extent any translated version of this Agreement conflicts with the English version, the English version controls. You can contact us at [\[contact info\]](#) if you have any questions.

16. Severability

If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of these Terms shall remain operative and binding on the user.

Furthermore, Counsly 's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Counsly in writing.

17. Entire agreement. These Terms constitute the entire agreement between you and Counsly regarding your use of our Services and supersede all prior written or oral

agreements.

18. Contact us. If you have any questions about our Services or about Counsly, please do not hesitate to contact us at [email].