

TERMS OF SERVICE

“STARTERYOU, INC.”

Last Updated: March 14, 2025

These Terms of Service (the "**Terms**") form a legally binding agreement between you ("**User**," "**you**," or "**your**") and **Starteryou, Inc.** (including its affiliates, "**Starteryou**," "**we**," "**us**," or "**our**"). Starteryou, Inc. is a Delaware corporation with principal operations based in New York, USA.

Starteryou, Inc. provides an online job portal platform (the "Platform")—accessible via <https://starteryou.com/> (the "Site") and related mobile or web applications—that helps high-school and college students create profiles, explore job and internship opportunities, and for employers to list job openings and connect with prospective candidates.

By accessing or using any part of our Platform (including the Site, mobile app, or any related service), or by clicking “I agree” (or similar button) when prompted, you confirm that you have read, understood, and accept these Terms (including our Privacy Policy). If you do not agree to these Terms, do not use the Site or Services.

ARTICLE 1: DEFINITIONS

For purposes of these Terms of Service (the “Terms”) for the website located at <https://starteryou.com/> (the “Site”), including any and all associated, derivative, or successor websites, mobile applications, or online services offered, owned, or operated by Starteryou, Inc. (“Starteryou,” “we,” “us,” or “our”), the following definitions shall apply. These defined terms shall have the meanings set forth below whether they appear in the singular or plural form. References to statutes, regulations, or other legal authorities shall include all subsequent amendments and re-enactments thereof.

1.1 “Agreement” Means collectively these Terms, together with any other policies, guidelines, or agreements expressly incorporated by reference (including, without limitation, the Starteryou, Inc. Privacy Policy, Cookie Policy, and any additional terms governing paid features or subscription-based services).

1.2 “Applicable Law” Refers to all domestic and international statutes, laws, regulations, ordinances, treaties, directives, rules, orders, judgments, and other requirements of any governmental authority (including courts and administrative agencies) that may govern or apply to the performance, enforcement, interpretation, or validity of these Terms, including but not limited to U.S. federal and state laws, regulations of the State of Delaware or New York, and any rules regarding consumer protection or data protection.

1.3 “Content” Means, without limitation, all text, data, information, files, images, photos, video, audio, music, logos, graphics, code, marks, layouts, designs, or other materials displayed, posted, transmitted, or otherwise made available on or through the Site or Services, but excluding User Content (as defined herein). This term shall also include, as the context may require, Starteryou, Inc.-generated material, such as information about job postings, scripts, software, functionalities, and any compilations or collections thereof.

1.4 “Employer” Means (i) any individual or entity that creates an Employer account on the Site, posts or attempts to post job listings, browses or interacts with the Site for the purpose of advertising, recruiting, or hiring for job positions, or (ii) any individual who accesses or uses the Site on behalf of an organization with the authority to bind such organization for the purposes of these Terms. “Employer” further includes, without limitation, any authorized agents, consultants, or other representatives acting on behalf of an Employer entity in relation to its use of the Services.

1.5 “Job Listing” or “Job Ad” Means any posting, content, or advertisement created, uploaded, submitted, or otherwise placed on the Site by an Employer (or by Starteryou, Inc. on behalf of an Employer) which purports to offer, describe, or solicit applications for employment, internship, freelance, contract, volunteer, part-time or full-time positions, or other work-related opportunities. This term also encompasses any related Employer-provided information such as compensation details, job descriptions, qualification requirements, or employment terms.

1.6 “Job Seeker” Means any individual (including high-school or college students) who accesses or uses the Site or Services for the purpose of seeking employment, internships, or other related opportunities, including viewing or applying to Job Listings, creating user profiles, uploading resumes, or engaging with Employers through any feature of the Site.

1.7 “Minor” or “Underage User” Means an individual who has not yet reached the age threshold (typically 16 or 18 years of age, depending on jurisdiction) required by Applicable Law for the creation of a personal account or who otherwise is deemed by law to lack full legal capacity to enter into binding agreements. For purposes of these Terms, Starteryou, Inc.’s policy is that any minor using the Site must adhere to the age requirements described herein and in our Privacy Policy, including obtaining parental or legal guardian consent where so required by law.

1.8 “Paid Services” Means any fee-based or subscription-based Services available on or through the Site, including but not limited to additional job postings beyond the first free posting, candidate search functionalities, sponsored job ads, or any premium features offered to Employers or Job Seekers for a stated fee.

1.9 “Payment Gateway” Refers to any third-party technology or interface (such as a credit card processor or electronic payment service) integrated with or employed by Starteryou, Inc. to enable transactions by Employers (e.g., paying a fee of five dollars (\$5) to post extra job

listings beyond the one free listing, or other amounts indicated by Starteryou, Inc. for unlimited applicant access or premium functionalities).

1.10 “Personal Data” or “Personal Information” Shall mean any information relating to an identified or identifiable natural person, including high-school or college students, as processed or collected by Starteryou, Inc. in connection with the Site, subject to the definitions contained in data protection laws such as the General Data Protection Regulation (GDPR) or any other Applicable Law. This may include, without limitation, name, address, email address, phone number, educational history, and any information contained in resumes, cover letters, or profiles uploaded to the Site.

1.11 “Platform,” “Site,” or “Services” Means collectively all online and offline products, services, functionalities, and resources provided by Starteryou, Inc., including but not limited to:

- (a) The website at <https://starteryou.com/> and any subdomains thereof;
- (b) Any mobile applications or other software provided by Starteryou, Inc.;
- (c) Tools for creating user profiles, uploading resumes, searching or displaying Job Listings;
- (d) Employer management tools for posting jobs, reviewing candidate applications, scheduling interviews, or making job offers;
- (e) Communication and notification systems, including email, text/SMS, chat, or other messaging features integrated or offered by Starteryou, Inc.;
- (f) Any Payment Gateway or subscription-based services that allow Employers to pay for additional job postings or access to unlimited candidates; and
- (g) Any other ancillary support, consulting, or advisory service that Starteryou, Inc. provides for the explicit purpose of facilitating the job-search and hiring processes for high-school and college students.

1.12 “Starteryou,” “we,” “us,” or “our” Refers to Starteryou, Inc., a corporation organized under the laws of the State of Delaware and headquartered in New York, United States, together with its affiliates, successors, assigns, and any entity under common control with or authorized to act on behalf of Starteryou.

1.13 “Student Profile” or “User Profile” Means the personal page or account section created by or for a Job Seeker, containing personal details, contact information, educational background, skills, work experience, resume, or other data that the user voluntarily submits and which is displayed or stored within the Site’s systems.

1.14 “Term” Shall have the meaning ascribed to it under the relevant termination or duration provisions herein, being the period these Terms remain in effect between you and Starteryou, from account creation or first use of the Site until termination as set forth within these Terms.

1.15 “Third-Party Services” Means websites, applications, content, links, or services not owned or controlled by Starteryou, which may be reachable via external hyperlinks, integrated application programming interfaces (APIs), or other redirection from the Site or Services. This definition includes but is not limited to Employer applicant tracking systems

(ATS), external job boards, payment processors, background-check providers, or social media platforms.

1.16 “User” or “you” Means any individual, organization, Employer, or Job Seeker who uses or accesses the Site in any manner. This includes, without limitation, visitors who do not register an account but merely browse publicly available pages, and any entity or individual who creates an account for the purposes of posting or applying to jobs, or otherwise engaging with the functionality of the Site.

1.17 “User Content” Means any text, data, images, videos, resumes, screener questions, job listings, messages, or other materials, communications, or content that any User (including Employers or Job Seekers) uploads, posts, transmits, shares, or otherwise makes available on or through the Site or Services, including any derivative works thereof. For the avoidance of doubt, “User Content” does not include any proprietary content created by Starteryou itself, nor any data or materials licensed to Starteryou by third parties on terms that do not permit re-licensing or further distribution.

1.18 “Website Terms,” “Misolito Terms,” or “Indeed Terms” Any references in these Terms to “sample documents” from other websites or to the structures, disclaimers, or content borrowed or adapted from the Indeed Terms of Service or from the Misolito Terms of Service shall be construed strictly as reference material utilized by Starteryou to shape or model the content of these Terms. All references or similarities to said sample documents are solely for definitional, structural, or drafting guidance, and do not form any separate contractual relationship with you.

ARTICLE 2: ACCEPTANCE OF THESE TERMS

2.1 Binding Nature of Agreement.

These Terms of Service (“Terms” or “Agreement”) govern your access to and use of the website <https://starteryou.com/> (the “Site”) and all related services, mobile applications, content, and platforms (collectively, the “Services”) offered by Starteryou, Inc. (“Starteryou,” “we,” “us,” or “our”). By visiting, accessing, or using the Site or any portion of the Services, you (“User,” “you,” or “your”) affirm that you have read, understood, and agree to be bound by these Terms, including any policies, guidelines, or other terms referenced herein (such as our Privacy Policy and Cookie Policy). If you do not agree to these Terms, you must not use the Site or Services.

2.2 Age and Eligibility Requirements.

(a) Minimum Age: The Services are designed primarily for high-school and college students, but you must be at least sixteen (16) years old (or older if required by your jurisdiction’s laws) to create an account or otherwise use certain features.

(b) Parental Consent: If you are a minor below the legal age of majority where you reside, you represent and warrant that you have obtained verifiable parental or guardian consent to use the Services and that your parent or guardian has agreed to these Terms on your behalf.

(c) **Accuracy of Information:** You agree to provide complete and accurate registration information and to keep your account details up to date. We reserve the right to request proof of age or authorization at any time.

2.3 Revisions and Modifications.

(a) **Right to Amend:** We expressly reserve the right, in our sole discretion, to amend, revise, update, supplement, or otherwise modify these Terms at any time, by posting the revised Terms on the Site or by providing notice to you via email or other means.

(b) **Acceptance of Modifications:** Unless stated otherwise, material changes to the Terms become effective thirty (30) days from the date of notice. Your continued use of the Services after the effective date of any posted or notified changes constitutes your binding acceptance of the updated Terms. If you disagree with such modifications, your sole remedy is to discontinue using the Services and to terminate any applicable account in accordance with these Terms.

2.4 Account Creation and Credentials.

If you create an account on behalf of a company, entity, or Employer (as defined in Article 1), you represent and warrant that you have the authority to bind that entity to these Terms, and you agree to be responsible for all usage or activity on such account. You are responsible for maintaining the confidentiality of your account credentials and for all activities under your account.

2.5 Electronic Consent and Communications.

Your acceptance of these Terms constitutes a valid and legally binding electronic signature, and you consent to receiving communications electronically. You further acknowledge that such electronic communications (including notices, disclosures, or updates) satisfy any legal requirement that such communications be in writing.

2.6 No Other Terms.

Except as otherwise expressly set forth herein, no additional or alternative terms proposed by you, whether through purchase orders, emails, or other communications, shall modify these Terms unless agreed upon in a written instrument signed by an authorized representative of Starteryou.

2.7 Right to Refuse Service.

Starteryou, in its sole discretion, may refuse to offer the Services to any person or entity, and may change its eligibility criteria at any time. The grant of access to the Site or Services is revocable at any time for any reason or no reason, without liability to you or any other party.

ARTICLE 3: OUR SERVICES

3.1 Platform Overview and Purpose.

(a) **General Description:** Starteryou provides an online portal and related services aimed at simplifying the job application process for high-school and college students (the “Job

Seekers”) and enabling Employers to list and manage job openings. Our platform offers tools for creating user profiles, uploading resumes, browsing job listings, applying to positions, and for Employers to post jobs, search candidates, and communicate with Job Seekers.

(b) Facilitation Only: The Site serves solely as a facilitation platform or venue for connecting Employers and Job Seekers. Starteryou is not an employment agency, recruiting service, or representative of any Employer or Job Seeker. We do not screen or endorse specific opportunities or individuals, nor do we guarantee job placements or candidate quality.

3.2 Services for Job Seekers.

(a) User Profile Tools: Job Seekers may create a profile, including information such as education history, work experience, skills, and other relevant details. This profile may be displayed to prospective Employers, subject to your visibility and privacy settings.

(b) Job Search and Application: The Site offers search functionalities, filtering options, and direct application mechanisms. Users may upload resumes, attach additional documents, or complete screening questions set by Employers.

(c) Notifications and Recommendations: We may, at our discretion, provide you with customized job recommendations, email or text notifications regarding job postings, application updates, or account-related announcements. These recommendations are provided as-is, with no guarantees of suitability or hiring success.

3.3 Services for Employers.

(a) Employer Account and Job Postings: Employers can create an account, post job listings, specify qualifications, pay ranges (as desired or required by applicable law), and manage applications. Certain job postings may be free, subject to Starteryou’s policy, while additional postings or premium features may incur fees.

(b) Recruitment Tools: Starteryou may offer Employers tools for candidate searching, communication, scheduling interviews, or otherwise managing the recruitment process. Employers bear sole responsibility for compliance with all applicable employment laws, including wage and hour rules, anti-discrimination laws, and data protection obligations.

(c) Payments and Premium Services: Employers may purchase paid features—such as additional postings beyond the free tier, unlimited applicant views, or sponsored job ads—through integrated Payment Gateways. By opting for paid features, Employers agree to pay the specified amounts and abide by any additional terms or insertion orders related thereto.

3.4 Limited Role; No Agency Relationship.

(a) No Employment Guarantee: The Services are not a guarantee that any Employer will fill a vacancy, nor that any Job Seeker will secure employment. Starteryou does not act as an agent, representative, or fiduciary of either Employers or Job Seekers.

(b) No Liability for Interactions: Any agreements, transactions, or other dealings between Employers and Job Seekers—such as interviews, hiring decisions, job offers, or compensation—are exclusively between those parties. Starteryou bears no liability for disputes arising from such interactions.

3.5 Content Generation and Accuracy.

(a) **User-Generated Listings:** Most job postings, company descriptions, or related content on the Site are provided by Employers. Starteryou does not guarantee the correctness, completeness, or lawfulness of such content.

(b) **Resumes and Profiles:** All resumes, student profiles, or application materials are submitted solely by Job Seekers. Starteryou does not verify or endorse the accuracy of such materials.

(c) **Third-Party Integrations:** We may display or link to content offered by third parties (e.g., location maps, salary estimates, or aggregated data). Starteryou disclaims all responsibility for the reliability or accuracy of such external sources.

3.6 Compliance with Laws; Age Restrictions.

(a) **User Compliance:** You agree to abide by all Applicable Laws in your usage of the Site or Services, including laws relating to job postings, data protection, labor standards, and anti-discrimination. Employers specifically represent and warrant that job listings comply with relevant wage, safety, and civil rights statutes and regulations.

(b) **Minor Users:** Any User under the age of 18 must have the explicit permission of their parent or guardian, and the latter must review and accept these Terms on behalf of the minor. Starteryou reserves the right to require additional verification or block accounts found to violate age requirements.

3.7 No Endorsement or Background Checks.

Starteryou does not perform standard background checks, verification of credentials, or endorsement of Employers, job offers, or Job Seekers. While we may, in certain circumstances and at our discretion, adopt measures to detect or limit fraud or spam, no such measure constitutes an endorsement or guarantee of legitimacy, safety, or fitness for any job posting or user profile.

3.8 Service Updates and Availability.

(a) **Modifications:** Starteryou may, at its sole discretion, add, remove, or modify functionalities, Services, or any aspect of the Site, without liability or prior notice.

(b) **Interruptions:** We strive to ensure the Site's reliability and uptime but do not warrant that the Services will be uninterrupted, timely, or error-free. Maintenance, security updates, or force majeure events may cause temporary unavailability.

3.9 User's Sole Responsibility; Release.

You acknowledge and agree that your choice to access or use the Services, to respond to or post job listings, or to engage with potential employers or job seekers, is solely at your own risk. You hereby release Starteryou and its affiliates from any and all claims, demands, or damages arising out of or in any way related to your use of the Services, including disputes between or among users.

3.10 Local Laws and International Use.

Although Starteryou is a U.S.-based company, individuals outside the United States may access the Services. If you do so, you are responsible for compliance with the laws of your

jurisdiction, including the lawful usage of the Services and compliance with any local data protection or labor regulations.

By using or continuing to use the Services, you affirm that you have read, understood, and accept these terms regarding the nature, scope, and limitations of Starteryou's Services.

ARTICLE 4: USER ACCOUNTS

4.1 Account Registration.

(a) Requirement to Register: To access certain features or functionalities of the website <https://starteryou.com/> ("Site") or to use the services provided by Starteryou, Inc. ("Starteryou," "we," "us," or "our"), you are required to register for an account ("User Account"). Account registration entails providing accurate, complete, and current information, including but not limited to your full name, valid email address, and other information necessary for account creation.

(b) Authorization and Representation: By registering for an account, you represent and warrant that all information you provide is truthful, accurate, and up-to-date and that you have the authority and capacity to agree to and comply with these Terms. You further agree to promptly update your account information if it changes.

4.2 Account Security and Credentials.

(a) Responsibility for Credentials: You are solely responsible for maintaining the confidentiality and security of your account credentials, including your username and password. You must not share your credentials with any third party or allow unauthorized access to your account.

(b) Notification of Unauthorized Access: If you suspect any unauthorized access to or use of your account, you agree to notify Starteryou immediately via the contact information provided on the Site. Starteryou reserves the right to suspend or terminate accounts suspected of unauthorized access or misuse.

(c) Liability for Activity: You are fully responsible for all activities conducted under your account, regardless of whether such activities are authorized by you. Starteryou will not be liable for any loss or damage resulting from unauthorized use of your account.

4.3 Account Ownership and Restrictions.

(a) Personal Use Only: User Accounts are non-transferable and must be used solely by the individual or entity that registered the account. You are prohibited from selling, renting, leasing, or otherwise transferring access to your account to any third party without Starteryou's prior written consent.

(b) Prohibited Account Practices: You agree not to create multiple accounts for the same individual or entity without explicit authorization, create accounts using false identities or fictitious information, or create accounts on behalf of individuals or entities without their express authorization.

4.4 Suspension and Termination of Accounts.

(a) **Right to Suspend or Terminate:** Starteryou reserves the right, in its sole discretion, to suspend or terminate your account at any time without notice if you violate these Terms, provide false information during registration, engage in prohibited conduct, or misuse the Services in any way.

(b) **Effect of Termination:** Upon termination of your account, your right to access the Services will immediately cease. Starteryou may, at its discretion, delete your account data, user content, and any other associated information unless otherwise required by applicable law or Starteryou's Privacy Policy.

4.5 Account Data and Privacy.

All information collected during account registration and use is subject to our Privacy Policy, which governs the collection, storage, and use of your personal information. By registering for an account, you agree to the terms of our Privacy Policy, which is incorporated herein by reference.

ARTICLE 5: USER CONDUCT AND CONTENT

5.1 Prohibited Conduct.

As a condition of using the Services, you agree that you will not engage in or encourage, promote, or facilitate others to engage in any of the following prohibited activities:

(a) **Illegal Activities:** Using the Site or Services for any illegal, fraudulent, or unauthorized purpose, including but not limited to posting, sharing, or promoting content that violates applicable laws, regulations, or third-party rights.

(b) **Harmful Conduct:** Engaging in any conduct that is harassing, defamatory, obscene, abusive, threatening, discriminatory, or otherwise harmful to others, including Starteryou staff, other users, or third parties.

(c) **Unauthorized Access:** Attempting to gain unauthorized access to the Site, Services, or Starteryou's systems, including but not limited to circumventing access restrictions, hacking, or probing vulnerabilities.

(d) **Impersonation:** Misrepresenting your identity, affiliation, or authority, including impersonating other individuals, entities, or Starteryou staff.

(e) **Spam and Misuse:** Uploading or disseminating unsolicited advertisements, promotional materials, spam, or malicious content, including viruses, worms, or other harmful software.

(f) **Data Scraping and Mining:** Accessing, scraping, or using automated tools or bots to collect data from the Site or Services without express authorization from Starteryou.

5.2 User-Generated Content.

(a) **Definition of Content:** For the purposes of this Agreement, "User Content" refers to any information, data, text, graphics, photos, videos, or other material that you upload, post, share, or otherwise make available through the Services.

(b) **Ownership of Content:** You retain ownership of all User Content you post or submit to the Site. However, by submitting User Content, you grant Starteryou a non-exclusive, royalty-free, worldwide, transferable, sublicensable license to use, display, reproduce,

modify, adapt, distribute, and promote your User Content for the purposes of operating, improving, or marketing the Services.

(c) **Content Responsibility:** You are solely responsible for all User Content you upload, post, or otherwise provide. You represent and warrant that your User Content does not infringe upon the rights of any third party, violate applicable laws, or breach these Terms.

5.3 Monitoring and Enforcement.

(a) **Right to Monitor:** Starteryou reserves the right, but not the obligation, to monitor, review, and moderate all User Content to ensure compliance with these Terms and applicable laws.

(b) **Removal of Content:** We may remove or disable access to any User Content that we deem, in our sole discretion, to be in violation of these Terms or harmful to the Site, Services, or other users.

(c) **Reporting Violations:** Users may report inappropriate or prohibited content by contacting Starteryou through the mechanisms provided on the Site. Starteryou will take reasonable steps to investigate reported violations but does not guarantee the removal of any specific content.

5.4 No Endorsement or Responsibility for Content.

Starteryou does not endorse, verify, or assume responsibility for any User Content uploaded or posted by users. You acknowledge that User Content does not reflect the views or opinions of Starteryou and that Starteryou is not liable for any harm, loss, or damages resulting from such content.

5.5 Termination for Misconduct.

Violation of this Article may result in the immediate suspension or termination of your account, removal of prohibited content, and, if applicable, legal action. Starteryou reserves the right to seek all remedies available under law or equity for violations of these Terms.

5.6 User Conduct Indemnification.

You agree to indemnify and hold harmless Starteryou, its affiliates, directors, officers, employees, and agents from and against any claims, damages, losses, liabilities, costs, or expenses (including reasonable attorneys' fees) arising out of or related to your User Content, your conduct, or your violation of these Terms or applicable laws.

By using Starteryou's Services, you agree to abide by the user conduct requirements outlined in this Article and to assume full responsibility for your interactions and contributions to the Site.

ARTICLE 6: EMPLOYER TERMS

6.1 Eligibility and Use of Employer Accounts.

(a) **Employer Registration:** Employers seeking to utilize the services of <https://starteryou.com/> ("Starteryou," "we," or "our") must register and create an Employer Account, providing accurate, complete, and up-to-date information during the registration

process. By creating an Employer Account, you represent and warrant that you have the legal authority to act on behalf of the entity you represent.

(b) Account Responsibilities: Employers are solely responsible for all activities conducted under their accounts, including job postings, candidate communications, and payment obligations. Employers agree to keep their account information confidential and to prevent unauthorized access.

6.2 Job Postings and Representations.

(a) Accuracy of Job Listings: Employers are required to ensure that all job postings are truthful, accurate, and comply with applicable laws and regulations. Misrepresentation of job opportunities, including but not limited to misleading titles, descriptions, or compensation details, is strictly prohibited.

(b) Prohibited Content: Job postings may not contain discriminatory language or requirements, unlawful offers, or content that violates the intellectual property rights of third parties. Starteryou reserves the right to remove any job posting that violates these Terms or applicable laws.

6.3 Engagements and Relationships.

(a) Independent Contractors and Employees: Employers acknowledge and agree that all employment relationships or independent contractor arrangements facilitated through Starteryou are solely between the Employer and the individual. Starteryou does not act as an employer, co-employer, or agent for any user.

(b) Legal Compliance: Employers are solely responsible for ensuring compliance with applicable employment laws, including but not limited to wage and hour requirements, tax obligations, and anti-discrimination regulations.

6.4 Prohibited Conduct by Employers.

Employers may not:

(a) Engage in practices that constitute harassment, abuse, or exploitation of candidates or workers.

(b) Use the Site to post jobs that are illegal, exploitative, or contrary to the mission and policies of Starteryou.

(c) Circumvent Starteryou's payment systems or any other policies governing the use of its Services.

6.5 Indemnification for Employer Actions.

Employers agree to indemnify and hold Starteryou, its affiliates, officers, directors, and employees harmless from any claims, damages, or liabilities arising out of or related to their job postings, employment practices, or interactions with users of the Site.

ARTICLE 7: PAYMENT, BILLING, AND REFUNDS

7.1 Fees for Services.

(a) Free Job Posting Allowance - Users are entitled to one (1) free job posting, which remains active until it receives 20 applicants or for 7 days, whichever occurs first. Upon reaching either threshold, the job posting will automatically close. This free posting allowance resets every 7 days.

(b) Paid Job Listings - Employers seeking to post additional job listings beyond the free allowance must purchase paid postings. Pricing for paid job postings varies based on duration, number of applicants, and promotional features. Employers may refer to the job posting pricing table available within the platform for exact costs.

(c) Pricing Structure - The fees for additional job postings are based on a tiered pricing model that considers factors such as:

- i. **Duration:** The number of weeks the job post remains active.
- ii. **Applicant Cap:** The maximum number of applicants before the posting automatically closes.
- iii. **Total Cost Calculation:** The pricing is calculated based on the selected duration and the maximum number of applicants allowed. Employers can review the complete pricing breakdown on the job posting page before purchase.

(d) Plan Options - Employers have the option to choose between standard job postings and promoted job listings for increased visibility. A detailed comparison of free versus promoted job postings, along with associated costs, is available on the platform.

7.2 Billing and Payment Methods.

(a) Accepted Payment Methods - Payments for job postings and other premium features must be made using one of the accepted payment methods, including:

- i. **Credit/Debit Cards**
- ii. **Electronic Payment Processors** (e.g., PayPal, Stripe)
- iii. **Other payment methods** as made available by Starteryou
- iv. **All transactions** are processed securely through an integrated Payment Gateway.

(b) Prepayment Requirement - All paid job postings and promotions must be paid for in advance. Starteryou does not offer deferred payment or invoicing options for job postings.

(c) Recurring Payments: Some features or promotional plans may offer subscription-based pricing. Employers who opt for such services agree to recurring billing as per the selected plan, subject to cancellation policies outlined in these Terms.

7.3 Refund Policy.

(a) No Refunds for Posted Jobs - Once a job listing is published, all payments are final and non-refundable, regardless of whether the listing reaches its applicant cap or duration limit.

(b) Refunds for Billing Errors - Employers may request a refund only in cases of incorrect charges or duplicate transactions. Refund requests must be submitted within 30 days of the charge date.

(c) No Partial Refunds - Refunds or credits will not be provided for partially completed job postings, unfilled positions, or employer dissatisfaction with the results of a listing.

7.4 Disputes and Chargebacks.

(a) **Resolution Process** - If an Employer disputes a charge, they must first contact Starteryou's support team for resolution before initiating a chargeback with their financial institution.

(b) **Chargeback Consequences** - Employers who initiate a chargeback without first seeking resolution through Starteryou may face account suspension or permanent termination. Repeated chargebacks may result in the Employer being barred from using the platform.

7.5 Taxes and Withholdings.

Employers are responsible for paying any applicable sales tax, VAT, or other government-imposed fees related to their purchases. Taxes will be calculated and displayed during the checkout process based on the Employer's location.

7.6 Payment Failures and Account Suspension.

(a) **Failed Payments** - If an Employer's payment method is declined, the system will attempt to process the payment again. If payment is not received within 48 hours, the corresponding job posting may be removed, and the Employer's ability to post future jobs may be restricted.

(b) **Debt Collection** - Starteryou reserves the right to engage third-party collection agencies to recover unpaid balances. Employers who fail to pay outstanding invoices may incur additional collection fees.

7.7 Termination of Services for Non-Payment.

Starteryou reserves the right to suspend or terminate an Employer's account due to non-payment or repeated failed transactions. Any outstanding balances will remain due, and Starteryou may pursue legal action to recover unpaid amounts.

ARTICLE 8: LICENSE GRANT AND INTELLECTUAL PROPERTY

8.1 Limited License Grant to Users.

<https://starteryou.com/> ("Starteryou," "we," or "our") hereby grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Website and Services solely for your personal or internal business purposes in accordance with these Terms of Service. This license does not permit you to:

- (a) Modify, copy, reproduce, republish, upload, post, transmit, distribute, sell, license, sublicense, or otherwise exploit any portion of the Website, Services, or related content;
- (b) Reverse engineer, decompile, or disassemble any software, code, or other proprietary technology used in connection with the Website or Services; or
- (c) Use the Website or Services for any purpose other than as expressly authorized in these Terms.

8.2 Intellectual Property Ownership.

All intellectual property rights, including but not limited to copyrights, trademarks, trade secrets, patents, and proprietary technologies, embodied in the Website, Services, and all associated content ("Starteryou Intellectual Property"), are owned exclusively by Starteryou or its licensors. This includes, but is not limited to:

- (a) The design, layout, features, and functionality of the Website;
- (b) All text, graphics, images, audio, video, and software hosted on the Website; and
- (c) Starteryou's name, logo, and all related branding elements.

8.3 *Restrictions on Use of Intellectual Property.*

Users are prohibited from using Starteryou Intellectual Property without prior written consent. Unauthorized use, reproduction, or distribution of Starteryou Intellectual Property is strictly prohibited and constitutes a violation of applicable intellectual property laws.

8.4 *Reservation of Rights.*

All rights not expressly granted herein are reserved by Starteryou. No implied licenses are granted under these Terms of Service.

ARTICLE 9: COPYRIGHT INFRINGEMENT / DMCA POLICY

9.1 *Compliance with the Digital Millennium Copyright Act (DMCA).*

Starteryou respects the intellectual property rights of others and expects its users to do the same. In compliance with the Digital Millennium Copyright Act ("DMCA"), Starteryou has implemented procedures for reporting and responding to claims of copyright infringement.

9.2 *Filing a Copyright Infringement Notice.*

If you believe that your copyrighted work has been used on Starteryou's Website or Services in a manner that constitutes copyright infringement, you may submit a written notice to our Designated Copyright Agent. Your notice must include the following information in compliance with 17 U.S.C. § 512(c)(3):

- (a) A physical or electronic signature of the copyright owner or authorized representative;
- (b) Identification of the copyrighted work(s) claimed to have been infringed;
- (c) Identification of the material that is alleged to be infringing and its location on the Website;
- (d) Your contact information, including name, address, telephone number, and email address;
- (e) A statement that you have a good faith belief that the use of the material is not authorized by the copyright owner, its agent, or the law; and
- (f) A statement, made under penalty of perjury, that the information in the notice is accurate and that you are authorized to act on behalf of the copyright owner.

9.3 *Counter-Notification Procedures.*

If you believe that a takedown request has been filed in error or that the removed material is not infringing, you may submit a counter-notification to our Designated Copyright Agent. Your counter-notification must include:

- (a) A physical or electronic signature of the user;
- (b) Identification of the removed material and its prior location on the Website;
- (c) A statement, under penalty of perjury, that you have a good faith belief that the material was removed due to a mistake or misidentification; and

(d) Your contact information and a statement consenting to the jurisdiction of the federal district court in your district of residence (or where you are located if outside the United States).

Upon receipt of a valid counter-notification, Starteryou may restore the removed material unless the copyright owner files a legal action seeking a court order to prevent such restoration.

9.4 Repeat Infringers.

Starteryou reserves the right to terminate user accounts that are determined to be repeat infringers under the DMCA or other applicable laws.

ARTICLE 10: PRIVACY AND COOKIES

10.1 Privacy Policy.

Your use of Starteryou's Website and Services is governed by our Privacy Policy, which outlines how we collect, use, store, and protect your personal information. By using the Website, you acknowledge that you have read and understood our Privacy Policy, and you agree to be bound by its terms.

10.2 Use of Cookies and Similar Technologies.

Starteryou employs cookies and similar technologies to enhance your browsing experience, improve website functionality, and collect analytical data. By accessing or using the Website, you consent to the use of cookies as described in our Privacy Policy.

(a) Types of Cookies: Starteryou may use essential cookies, performance cookies, functional cookies, and advertising cookies to optimize your experience.

(b) Cookie Preferences: You may manage or disable cookies through your browser settings. However, disabling cookies may impact your ability to access certain features or functionalities of the Website.

10.3 Data Protection and User Rights.

Starteryou complies with applicable data protection laws, including but not limited to the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA), where applicable. Users have the right to:

- (a) Access their personal data collected by Starteryou;
- (b) Request correction or deletion of inaccurate or outdated personal data;
- (c) Object to or restrict the processing of their personal data; and
- (d) Withdraw consent for data collection and processing at any time, subject to legal and contractual obligations.

10.4 Third-Party Services and Data Sharing.

Starteryou may share your information with trusted third-party service providers to facilitate the operation of the Website and Services. Such data sharing is conducted in accordance with our Privacy Policy and applicable laws. Starteryou does not sell user data to third parties.

By using the Website, you consent to the practices described in this Article and in Starteryou's Privacy Policy.

ARTICLE 11: DISCLAIMERS

11.1 "AS IS" Basis of Services.

[Https://starteryou.com/](https://starteryou.com/) ("Starteryou," "we," or "our") provides the Website and all associated Services strictly on an "AS IS" and "AS AVAILABLE" basis. To the maximum extent permitted by applicable law, Starteryou disclaims all warranties, representations, and conditions of any kind, whether express, implied, statutory, or otherwise, including, but not limited to:

- (a) Implied warranties of merchantability, fitness for a particular purpose, non-infringement, or accuracy;
- (b) Any warranties arising out of course of dealing, usage, or trade practices; and
- (c) Any warranties that access to the Website or Services will be uninterrupted, error-free, secure, or free of viruses or other harmful components.

11.2 No Guarantees.

Starteryou makes no representations or warranties that the Services will meet your requirements, achieve specific results, or operate without error. All materials, resources, and information provided on the Website are for general informational purposes only and do not constitute professional advice or guarantees.

11.3 Third-Party Links and Services.

Starteryou's Website may contain links to third-party websites, tools, or services. Such links are provided for convenience only, and Starteryou disclaims all responsibility and liability for the accuracy, reliability, or functionality of third-party content. Access and use of third-party services are entirely at your own risk and subject to their respective terms.

11.4 Jurisdictional Limitations.

Some jurisdictions may not allow certain disclaimers or exclusions of warranties. If such laws apply to you, some or all of the above disclaimers may not apply, and you may have additional rights as prescribed by local law.

ARTICLE 12: LIMITATION OF LIABILITY

12.1 Exclusion of Liability.

To the fullest extent permitted by law, Starteryou and its affiliates, officers, directors, employees, agents, and licensors shall not be liable for any direct, indirect, incidental, special, consequential, punitive, or exemplary damages, including but not limited to:

- (a) Loss of profits, revenue, or business opportunities;
- (b) Data loss or corruption;

- (c) Cost of substitute services;
- (d) Personal injury or property damage; or
- (e) Any other damages arising out of or in connection with:
 - i. Your use or inability to use the Website or Services;
 - ii. Unauthorized access to or alteration of your data or transmissions;
 - iii. Errors, omissions, interruptions, or delays in the Website's operation; or
 - iv. Any other matter relating to the Website or Services.

12.2 Aggregate Liability Cap.

In no event shall Starteryou's aggregate liability for all claims arising out of or related to these Terms of Service exceed the greater of:

- (a) The total fees paid by you to Starteryou in the twelve (12) months preceding the claim; or
- (b) One hundred dollars (USD \$100).

12.3 No Liability for User Actions.

Starteryou disclaims all liability for any actions, omissions, or conduct of any users, including but not limited to:

- (a) User-generated content uploaded, shared, or transmitted through the Website or Services; and
- (b) Violations of these Terms by other users or third parties.

ARTICLE 13: INDEMNIFICATION

13.1 User's Duty to Indemnify.

You agree to indemnify, defend, and hold harmless Starteryou and its affiliates, officers, directors, employees, agents, and licensors from and against any and all claims, demands, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or in connection with:

- (a) Your access to or use of the Website or Services;
- (b) Your breach of these Terms of Service or any applicable law, rule, or regulation;
- (c) Your violation of any third-party rights, including but not limited to intellectual property rights, privacy rights, or contractual obligations;
- (d) Any content or materials you submit, upload, or transmit through the Website or Services; or
- (e) Any other conduct by you that causes harm to Starteryou or any third party.

13.2 Procedures for Indemnification.

Starteryou will provide you with prompt notice of any claim subject to indemnification. You shall cooperate fully with Starteryou in defending such claims and shall not settle or resolve any claim without Starteryou's prior written consent. Starteryou reserves the right to assume the exclusive defense and control of any matter subject to indemnification at your expense.

13.3 Survival of Indemnification Obligations.

Your indemnification obligations under this Article shall survive the termination or expiration of these Terms of Service and your use of the Website or Services.

ARTICLE 14: DISPUTE RESOLUTION; ARBITRATION

14.1 *Mandatory Arbitration.*

Any dispute, controversy, or claim arising out of or relating to these Terms of Service, the use of the Website or Services, or the relationship between you and [Https://starteryou.com/](https://starteryou.com/), whether based on contract, tort, statute, fraud, misrepresentation, or any other legal theory, shall be resolved exclusively through binding arbitration, administered by a reputable arbitration body under its rules, as modified by this Article. Arbitration shall be conducted in the English language.

14.2 *Arbitration Procedures.*

- (a) The arbitration shall be conducted by a single arbitrator mutually agreed upon by the Parties or, failing agreement, appointed in accordance with the arbitration body's rules.
- (b) The arbitrator's decision shall be final and binding, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
- (c) The costs of arbitration, including administrative and arbitrator fees, shall be shared equally by the Parties unless otherwise determined by the arbitrator.

14.3 *Class Action Waiver.*

To the fullest extent permitted by applicable law, all disputes must be resolved on an individual basis. You hereby waive any right to participate in a class action lawsuit, class-wide arbitration, or any other collective or representative action.

14.4 *Exceptions to Arbitration.*

Notwithstanding the foregoing, Starteryou reserves the right to seek injunctive or equitable relief in any court of competent jurisdiction to prevent unauthorized use, misuse, or infringement of its intellectual property, proprietary rights, or confidential information.

ARTICLE 15: TERM AND TERMINATION

15.1 *Term.*

These Terms of Service shall remain in full force and effect for as long as you access or use the Website or Services, or until terminated by either Party in accordance with this Article.

15.2 *Termination by Starteryou.*

Starteryou reserves the right to suspend or terminate your access to the Website or Services, in whole or in part, at any time and without prior notice, if:

- (a) You breach any provision of these Terms of Service;
- (b) Your actions create a legal liability or potential harm to Starteryou, other users, or third parties;

- (c) Your account is inactive for a prolonged period; or
- (d) Starteryou, in its sole discretion, determines that such action is necessary to comply with applicable laws, regulations, or judicial orders.

15.3 *Effect of Termination.*

Upon termination of these Terms:

- (a) All rights and licenses granted to you under these Terms shall immediately cease;
- (b) You shall immediately cease using the Website and Services;
- (c) Any outstanding fees owed to Starteryou shall remain due and payable; and
- (d) Articles that by their nature should survive termination, including but not limited to Articles 11 (Disclaimers), 12 (Limitation of Liability), 13 (Indemnification), and this Article 15.3, shall survive termination.

THANK YOU FOR USING STARTERYOU

By using Starteryou, you acknowledge that you have read, understood, and agreed to be bound by these Terms. We appreciate your trust in our Platform and are committed to making your job search or hiring process as smooth as possible.

If you have any questions, please contact us at contact@starteryou.com.

Effective Date: March 14, 2025