

BLUEROBINS TERMS OF SERVICE

Effective Date: 06/01/2025

Welcome, and thank you for your interest in BlueRobins Inc. (“BlueRobins,” “BlueRobins AI,” “Company”, “we” or “us”) and our website at www.bluerobins.com, along with our related websites, content, mobile or downloadable applications, and other services provided by us (collectively, the “Service”). These Terms of Service are a legally binding contract between you and BlueRobins regarding your use of the Service.

PLEASE READ THE FOLLOWING TERMS CAREFULLY:

BY CLICKING “I ACCEPT” OR BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICE, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING BLUEROBINS’S PRIVACY POLICY (available at <https://app.bluerobins.com/static/privacy-policy.pdf>) (TOGETHER, THESE “TERMS”). IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SERVICE. YOUR USE OF THE SERVICE, AND BLUEROBINS’S PROVISION OF THE SERVICE TO YOU, CONSTITUTES AN AGREEMENT BY BLUEROBINS AND BY YOU TO BE BOUND BY THESE TERMS.

YOU AGREE TO RECEIVE TEXTS/CALLS FROM OR ON BEHALF OF BLUEROBINS AT THE PHONE NUMBER YOU PROVIDE TO US. THESE TEXTS/CALLS WILL INCLUDE OPERATIONAL COMMUNICATIONS ABOUT YOUR USE OF THE SERVICE AND MARKETING COMMUNICATIONS. YOU UNDERSTAND AND AGREE THAT THESE TEXTS/CALLS MAY BE CONSIDERED TELEMARKETING UNDER APPLICABLE LAW, THEY MAY BE SENT USING AN AUTOMATIC TELEPHONE DIALING SYSTEM OR OTHER AUTOMATED TECHNOLOGY, AND YOUR CONSENT IS NOT A CONDITION OF ANY PURCHASE.

ARBITRATION NOTICE

PLEASE NOTE: SECTION 17 (FORMAL DISPUTE RESOLUTION) OF THESE TERMS CONTAINS AN ARBITRATION CLAUSE AND A CLASS ACTION WAIVER THAT APPLIES TO ALL USERS OF OUR SERVICES. SECTION 17 (FORMAL DISPUTE RESOLUTION) AFFECTS HOW DISPUTES WITH US ARE RESOLVED. BY ACCEPTING THIS AGREEMENT, YOU AGREE TO BE BOUND BY THIS BINDING ARBITRATION AND CLASS ACTION WAIVER CLAUSE.

1. BlueRobins Services Overview

BlueRobins provides an online platform that provides features and functionality to enable mentors ("Mentors") to connect and interact with clients ("CLIENTS") for the purposes of enabling clients to receive, and allowing Mentors to provide, certain training, coaching, mentoring, and other advisory services ("Mentoring").

1.1. Disclaimer

WE DO NOT HAVE ANY OVERSIGHT OR CONTROL OVER THE MENTORING PROVIDED BY MENTORS TO CLIENTS. MENTORS ARE NOT EMPLOYEES, REPRESENTATIVES, OR AGENTS OF BLUEROBINS. IF YOU ARE A MENTOR, MENTORS MUST NOT REPRESENT, OR IN ANY WAY INDICATE, SUGGEST, OR IMPLY, THAT THEY ARE CREDENTIALLED, ENDORSED, RECOMMENDED, OR EVALUATED BY US IN ANY MANNER. BLUEROBINS IS NOT A PROVIDER OF ANY MENTORING, AND MENTORS ARE SOLELY RESPONSIBLE FOR ALL MENTORING PROVIDED TO CLIENTS THROUGH, OR FACILITATED BY, THE SERVICE AND FOR THEIR INTERACTIONS AND RELATIONSHIPS WITH CLIENTS. IF YOU ARE A MENTOR, MENTORS ARE SOLELY RESPONSIBLE FOR ENSURING THAT THE MENTORING THEY PROVIDE THROUGH OR IN CONNECTION WITH THE SERVICE AT ALL TIMES MEETS APPLICABLE STANDARDS OF CARE AND THAT YOU WILL EXERCISE YOUR BEST PROFESSIONAL JUDGMENT IN PROVIDING ANY SUCH MENTORING. IF YOU ARE A CLIENT, FOLLOWING ANY RECOMMENDATIONS, SUGGESTIONS, FEEDBACK, GUIDANCE, ADVICE, OR OTHER INFORMATION PROVIDED BY A MENTOR THROUGH MENTORING IS SOLELY AT CLIENTS' OWN RISK AND DISCRETION, AND CLIENTS ARE SOLELY LIABLE AND RESPONSIBLE FOR ANY RELIANCE PLACED THEREON AND FOR EXERCISING THEIR BEST DISCRETION IN DETERMINING WHETHER ANY SUCH INFORMATION IS PROPER, ADVISABLE, NECESSARY, USEFUL, BENEFICIAL, OR OTHERWISE APPROPRIATE FOR CLIENTS.

2. Eligibility

2.1. Age Requirement

You must be at least 13 years old to create an account and use the BlueRobins Service ("Service").

2.2. Users Under 18

(a) If you are 13 years of age or older but under 18 years of age (a "Minor"), you may only use the Service if your parent or legal guardian reads and agrees to these Terms on your behalf.

(b) By using the Service as a Minor, you represent and warrant that you have obtained such permission from your parent or legal guardian, and that they have agreed to these Terms and to supervise your use of the Service.

2.3. Representations and Warranties for All Users

By agreeing to these Terms, you represent and warrant to BlueRobins that:

(a) Age and Capacity: You are either (i) at least 18 years old; or (ii) you are a Minor whose parent or legal guardian has consented to these Terms on your behalf as described above.

(b) No Prior Suspension: You have not previously been suspended or removed from the Service.

(c) Compliance with Laws: Your registration and your use of the Service is and will be in compliance with any and all applicable laws and regulations.

(d) Authority: You (and your parent or legal guardian, if you are a Minor) have the full right, power, and authority to enter into these Terms, to grant the rights and licenses set forth herein, and to perform your obligations under these Terms.

(e) No Conflicts: Your use of the Service, your agreement to these Terms, and your performance of your obligations under these Terms does not, and will not, conflict with, result in a breach of, or otherwise be inconsistent with any agreement to which you (and your parent or legal guardian, if you are a Minor) are bound.

2.4. Parental and Guardian Responsibility

(a) If you are a parent or legal guardian of a Minor who uses the Service, you hereby agree to these Terms on behalf of yourself and the Minor.

(b) You acknowledge and agree that by allowing the Minor to use the Service, you are subject to all provisions of these Terms and are solely and fully responsible for all activities of the Minor on the Service, including but not limited to their compliance with these Terms, their conduct, and any financial obligations or liabilities they may incur.

(c) You represent and warrant that you are the Minor's parent or legal guardian and have the legal authority to consent to these Terms and the Minor's use of the Service.

3. Account Registration and Responsibilities

3.1. General Account Creation

To access most features of the BlueRobins Service ("Service"), you must register for an account. When you create an account, we will ask you to provide certain information, which may

include your name, email address, and potentially other details relevant to your use of the Service, such as your educational background or areas of interest.

You agree to:

(a) Provide information that is accurate, complete, and not misleading.

(b) Keep your account information accurate and up-to-date at all times.

You are solely responsible for maintaining the confidentiality of your account credentials (including your password) and for all activities that occur under your account. You accept full responsibility for such activities. If you have reason to believe that your account is no longer secure (for example, in the event of a loss, theft, or unauthorized disclosure or use of your account ID, password, or any payment information), you must immediately notify BlueRobins at support@bluerobins.com.

3.2. Registration as a Mentor

If you apply to register as a Mentor on the BlueRobins platform:

a) Application Evaluation: You acknowledge and agree that BlueRobins reserves the right to, and may from time to time, use the information and materials you provide during the account registration process, along with any other publicly available information about you, to evaluate your application to become a Mentor. You hereby authorize BlueRobins to use such information for evaluation purposes, in accordance with our Privacy Policy.

b) Approval Discretion: BlueRobins will approve or reject your application to register as a Mentor in our sole discretion. We will notify you of our decision by contacting you at the email address or phone number you provided in your application.

c) Platform Exclusivity and Payments: If you, as a Mentor, were introduced to, connected with, or otherwise first encountered a Client through the Service, you agree to conduct all Mentoring sessions and process all related Mentoring Fees exclusively through the BlueRobins Service.

d) Circumvention: If BlueRobins becomes aware that a Mentor or a Client has attempted to solicit, make, or receive payments for coaching or other services off the BlueRobins platform in a manner that violates this exclusivity obligation, both the Client and the Mentor may be immediately suspended or permanently banned from using the BlueRobins Service.

e) Compensation for Violations: In the event of a violation of the exclusivity obligation (section 3.2.c), BlueRobins reserves the right to assess fair compensation due from the Mentor for such circumvention. The Mentor will be required to remit this assessed amount to BlueRobins promptly.

4. Fees and Payment Terms

Certain features of the BlueRobins Service ("Service") may require you to pay fees. Before you incur any fees, you will have an opportunity to review and accept the specific fees you will be charged. All fees are quoted in U.S. Dollars and are non-refundable, except as otherwise specifically provided for in these Terms or our Refund Policy. BlueRobins, or its designated third-party payment processor, will bill applicable fees, including any installment payments for Subscription Fees or Mentoring Fees (as defined below), to the payment method associated with your account or otherwise provided by you.

4.1. Service Pricing

BlueRobins reserves the right to determine the pricing for access to the Service or any of its features, excluding the Mentoring Fee (which is set by Mentors). While BlueRobins will make reasonable efforts to keep pricing information published on the Service accurate and up-to-date, we may change the fees for any feature of the Service, including introducing additional fees or charges. BlueRobins will provide you with advance notice of such changes before they apply. Any promotional offers, which may include different features and pricing, are made at BlueRobins's sole discretion and, unless explicitly extended to you, will not apply to your existing offer or these Terms.

4.2. Mentoring Fee

The fee charged by a Mentor for their Mentoring services (the "Mentoring Fee") is determined at the Mentor's sole discretion. All Mentoring Fees must be stated in U.S. Dollars.

4.3. BlueRobins Service Fee and Mentor Payouts

a) BlueRobins Fee Calculation: BlueRobins is entitled to a percentage of the Mentoring Fee paid by a Client to a Mentor (the "BlueRobins Fee"). The applicable percentage for the BlueRobins Fee will be communicated to the Mentor before it is automatically deducted from the Client's payment of the Mentoring Fee. The remaining balance of the Mentoring Fee, after deduction of the BlueRobins Fee, constitutes the amount due to the Mentor from that transaction.

b) Mentor Payout Schedule: For detailed information regarding Mentor Payouts, please review our Mentor Payment Policy, available at <https://app.bluerobins.com/static/mentor-payment-terms.pdf> ("Mentor Payment Policy").

c) Non-Refundability of BlueRobins Fee: Mentors acknowledge and agree that the BlueRobins Fee, once charged, is non-refundable.

4.4. Refund Policy

For detailed information regarding how BlueRobins processes and determines whether to provide refunds for the Service or Mentoring Fees, please review our Refund Policy, available at

<https://app.bluerobins.com/static/refund-policy.pdf> ("Refund Policy"). We may update our Refund Policy from time to time in accordance with the procedures for modifying these Terms.

4.5. Payment Authorization (Clients)

Each Client authorizes BlueRobins, through its third-party payment processor, to charge all sums for Mentoring purchases made through the Service, including any applicable taxes, to the payment method specified in the Client's account. If a Client pays any fees using a credit card, BlueRobins may seek pre-authorization of such a credit card account prior to the purchase to verify that the card is valid and has the necessary funds or credit available to cover the purchase.

4.6. Delinquent Accounts

BlueRobins may suspend or terminate your access to the Service, including any fee-based portions, for any account where amounts due are unpaid. In addition to the outstanding amount, delinquent accounts will be charged fees or charges incidental to any chargeback or collection efforts related to the unpaid amount, including collection fees. If your payment method becomes invalid at the time a renewal Subscription Fee or any other amount owed for the Service is due, BlueRobins reserves the right to delete your account and any associated information or User Content (as defined elsewhere in these Terms) without any liability to you.

5. Licenses

5.1. Limited License

Subject to your complete and ongoing compliance with these Terms, BlueRobins grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to:

(a) install and use one object code copy of any mobile or other downloadable application associated with the Service (whether installed by you or pre-installed on your mobile device by the device manufacturer or a wireless telephone provider) on a mobile device that you own or control; and

(b) access and use the Service.

5.2. License Restrictions

Except and solely to the extent such a restriction is impermissible under applicable law, you may not:

(a) reproduce, distribute, publicly display, publicly perform, or create derivative works of the Service;

(b) make modifications to the Service; or

(c) interfere with or circumvent any feature of the Service, including any security or access control mechanism.

If you are prohibited under applicable law from using the Service, then you may not use it.

5.3. Feedback

We respect and appreciate the thoughts and comments from our users. If you choose to provide input and suggestions regarding existing functionalities, problems with or proposed modifications or improvements to the Service ("Feedback"), then you hereby grant BlueRobins an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right and license to exploit the Feedback in any manner and for any purpose, including to improve the Service and create other products and services. We will have no obligation to provide you with attribution for any Feedback you provide to us.

6. Ownership; Proprietary Rights

The Service is owned and operated by BlueRobins. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Service provided by BlueRobins ("Materials") are protected by intellectual property and other laws. All Materials included in the Service are the property of BlueRobins or its third-party licensors. Except as expressly authorized by BlueRobins, you may not make use of the Materials. There are no implied licenses in these Terms and BlueRobins reserves all rights to the Materials not granted expressly in these Terms.

7. Third-Party Terms

7.1. Third-Party Services and Linked Websites

BlueRobins may provide tools through the Service that enable you to export information, including User Content, to third-party services. By using one of these tools, you hereby authorize BlueRobins to transfer that information to the applicable third-party service. Third-party services are not under BlueRobins's control, and, to the fullest extent permitted by law, BlueRobins is not responsible for any third-party service's use of your exported information. The Service may also contain links to third-party websites. Linked websites are not under BlueRobins's control, and BlueRobins is not responsible for their content. Please be sure to review the terms of use and privacy policy of any third-party services before you share any User Content or information with such third-party services. Once sharing occurs, BlueRobins will have no control over the information that has been shared.

7.2. Third-Party Software

The Service may include or incorporate third-party software components that are generally available free of charge under licenses granting recipients broad rights to copy, modify, and distribute those components (“Third-Party Components”). Although the Service is provided to you subject to these Terms, nothing in these Terms prevents, restricts, or is intended to prevent or restrict you from obtaining Third-Party Components under the applicable third-party licenses or to limit your use of Third-Party Components under those third-party licenses.

8. User Content

8.1. User Content Generally

Certain features of the Service may permit users to submit, upload, publish, broadcast, or otherwise transmit (“Post”) content to the Service, including messages, reviews, photos, video or audio (including sound or voice recordings and musical recordings embodied in the video or audio), images, folders, data, text, and any other works of authorship or other works (“User Content”). You retain any copyright and other proprietary rights that you may hold in the User Content that you Post to the Service, subject to the licenses granted in these Terms.

8.2. Limited License Grant to BlueRobins

By Posting User Content to or via the Service, you grant BlueRobins a worldwide, non-exclusive, irrevocable, royalty-free, fully paid right and license (with the right to sublicense through multiple tiers) to host, store, transfer, publicly display, publicly perform (including by means of a digital audio transmission), communicate to the public, reproduce, modify for the purpose of formatting for display, create derivative works as authorized in these Terms, and distribute your User Content, in whole or in part, in any media formats and through any media channels, in each instance whether now known or hereafter developed. You agree to pay all monies owing to any person or entity resulting from Posting your User Content and from BlueRobins’s exercise of the license set forth in this Section.

8.3. Collaborative Content

If you are a Mentor, to the extent that any User Content qualifies or is otherwise recognized as a work of joint authorship under the U.S. Copyright Act of 1976 (or its international equivalents) (“Collaborative Content”):

- (1) you and BlueRobins (each, as a “Collaborator”) will have no duty to account to the other Collaborator for any profits, royalties, revenue, proceeds, or other forms of consideration earned or otherwise obtained by a Collaborator from a Collaborator’s use or other exploitation of such Collaborative Content; and
- (2) each Collaborator waives its right to require attribution for any such Collaborative Content.

Without limiting BlueRobins's exercise of the rights granted by you, as a Mentor, to User Content as set forth in Section 6.2, BlueRobins will remove any attributions to you and any other references identifying you as a co-author of such Collaborative Content upon your written request.

8.4. You Must Have Rights to the Content You Post; User Content Representations and Warranties

You must not Post User Content if you are not the owner of or are not fully authorized to grant rights in all of the elements of that User Content. BlueRobins disclaims any and all liability in connection with User Content. You are solely responsible for your User Content and the consequences of providing User Content via the Service. By providing User Content via the Service, you affirm, represent, and warrant to us that:

- a) you are the creator and owner of the User Content, or have the necessary licenses, rights, consents, and permissions to authorize BlueRobins and users of the Service to use and distribute your User Content as necessary to exercise the licenses granted by you in this Section, in the manner contemplated by BlueRobins, the Service, and these Terms;
- b) your User Content, and the Posting or other use of your User Content as contemplated by these Terms, does not and will not: (i) infringe, violate, misappropriate, or otherwise breach any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property, contract, or proprietary right; (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (iii) cause BlueRobins to violate any law or regulation or require us to obtain any further licenses from or pay any royalties, fees, compensation or other amounts or provide any attribution to any third parties; and
- c) your User Content could not be deemed by a reasonable person to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate.

8.5. User Content Disclaimer

We are under no obligation to edit or control User Content that you or other users Post and will not be in any way responsible or liable for User Content. BlueRobins may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in our sole judgment violates these Terms, is alleged to violate the rights of third parties, or is otherwise objectionable. You understand that, when using the Service, you will be exposed to User Content from a variety of sources and acknowledge that User Content may be inaccurate, offensive, indecent, or objectionable. You agree to waive, and do waive, any legal or equitable right or remedy you have or may have against BlueRobins with respect to User Content. If notified by a user or content owner that User Content allegedly does not conform to these Terms, we may investigate the allegation and determine in our sole discretion whether to

remove the User Content, which we reserve the right to do at any time and without notice. For clarity, BlueRobins does not permit infringing activities on the Service.

8.6. Monitoring Content

BlueRobins does not control and does not have any obligation to monitor: (a) User Content; (b) any content made available by third parties; or (c) the use of the Service by its users. You acknowledge and agree that BlueRobins reserves the right to, and may from time to time, monitor any and all information transmitted or received through the Service for operational and other purposes. If at any time BlueRobins chooses to monitor the content, then BlueRobins still assumes no responsibility or liability for content or any loss or damage incurred as a result of the use of User Content. During monitoring, information may be examined, recorded, copied, and used in accordance with our Privacy Policy. BlueRobins may block, filter, mute, remove or disable access to any User Content uploaded to or transmitted through the Service without any liability to the user who Posted such User Content to the Service or to any other users of the Service.

8.7. Video Transcription

The Service may be integrated with third-party services that provide video transcription features for Mentoring sessions ("Transcriptions"). By participating in Mentoring sessions through the Service, you explicitly consent to this video transcription feature and acknowledge that such participation and related content, including the Transcriptions themselves, are included in the definition of User Content and are subject to the licenses granted by you in Section 6.2.

8.8. AI Training & Development

You acknowledge and agree that BlueRobins may use, reproduce, and analyze your User Content and Collaborative Content (including Transcriptions) for the purpose of training, refining, and developing artificial intelligence prompts, models, algorithms, and related technologies ("AI Technologies"). This includes, but is not limited to, machine learning, natural language processing, and data analytics.

- **Session Summaries:** BlueRobins may use AI Technologies to analyze Transcriptions to provide summaries of Mentoring sessions. You acknowledge and consent to BlueRobins's use of AI Technologies to create such summaries.
- **Anonymization and Aggregation:** BlueRobins may anonymize and aggregate your User Content and Collaborative Content with other content for the purposes of AI training. Once anonymized in accordance with applicable legal standards, the content will not be personally identifiable to you.
- **Retention for AI Purposes:** Notwithstanding any other provision in these Terms, BlueRobins may retain copies of your User Content and Collaborative Content for the sole purpose of ongoing AI training, development, and research, even after the content

has been removed from public view or your account has been terminated, subject always to applicable law and our Privacy Policy.

- **No Compensation for AI Training:** You understand and agree that your User Content and Collaborative Content's use for AI training and development purposes will not entitle you to any compensation, whether the AI Technologies are commercialized or not.
- **Intellectual Property:** Any AI Technologies, insights, or developments that arise from or are related to the use of your User Content and Collaborative Content for AI training and development as described herein will be the exclusive property of BlueRobins. You waive any claims to ownership or rights to these AI Technologies, insights, or developments derived from such use of your User Content.
- **Transparency and Ethics:** BlueRobins commits to using your User Content and Collaborative Content for AI training and development in a manner that is ethical, transparent, and in compliance with applicable laws and regulations. BlueRobins will not use the User Content or Collaborative Content to train AI Technologies for purposes that promote discrimination, harm, or violate the rights of individuals or groups.
- **Feedback on AI Technologies:** Should you interact with any AI Technologies developed using your User Content or Collaborative Content, you grant BlueRobins the right to collect and use feedback regarding your interactions for the purpose of further refining and improving the AI Technologies.

9. Communications

9.1. Text Messaging & Phone Calls

You agree that BlueRobins and those acting on our behalf may call and send you text (SMS) messages at the phone number you provide us. These calls and messages may include operational calls or messages about your use of the Service, as well as marketing calls or messages. Calls and text messages may be made or sent using an automatic telephone dialing system. Standard data and message rates may apply whenever you send or receive such calls or messages, as specified by your carrier. IF YOU WISH TO OPT OUT OF MARKETING CALLS AND TEXT MESSAGES FROM BLUEROBINS, YOU CAN EMAIL support@bluerobins.com OR TEXT THE WORD "STOP" TO THE NUMBER FROM WHICH YOU ARE RECEIVING THE MESSAGES. HOWEVER YOU ACKNOWLEDGE THAT OPTING OUT OF RECEIVING ALL MESSAGES MAY IMPACT YOUR USE OF THE SERVICE. You may continue to receive calls and text messages for a short period while we process your request, including a message confirming the receipt of your opt-out request. Your agreement to receive marketing calls and texts is not a condition of any purchase on or use of the Service.

9.2. Email

We may send you emails concerning our products and services, as well as those of third parties. You may opt out of promotional emails by following the unsubscribe instructions in the promotional email itself.

10. Prohibited Conduct

BY USING THE SERVICE, YOU AGREE NOT TO:

10.1. use the Service for any illegal purpose or in violation of any local, state, national, or international law;

10.2. harass, threaten, demean, embarrass, bully, or otherwise harm any other user of the Service;

10.3. violate, encourage others to violate, or provide instructions on how to violate, any right of a third party, including by infringing or misappropriating any third-party intellectual property right;

10.4. access, search, or otherwise use any portion of the Service through the use of any engine, software, tool, agent, device, or mechanism (including spiders, robots, crawlers, and data mining tools) other than the software or search agents provided by BlueRobins;

10.5. interfere with security-related features of the Service, including by: (i) disabling or circumventing features that prevent or limit use, printing or copying of any content; or (ii) reverse engineering or otherwise attempting to discover the source code of any portion of the Service except to the extent that the activity is expressly permitted by applicable law;

10.6. interfere with the operation of the Service or any user's enjoyment of the Service, including by: (i) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (ii) making any unsolicited offer or advertisement to another user of the Service; (iii) collecting personal information about another user or third party without consent; or (iv) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service;

10.7. perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation or identity, accessing any other Service account without permission, or falsifying your age or date of birth;

10.8. sell or otherwise transfer the access granted under these Terms or any Materials (as defined in Section 6) or any right or ability to view, access, or use any Materials;

10.9. if you are a Client, use or disclose any non-public, proprietary information, "know how," or material (a) disclosed or made available by, or otherwise received from, a Mentor, or (b) otherwise learned by, you (directly or indirectly) through Mentoring, in each case, in a manner that the Mentor has not authorized in advance;

10.10. if you are a Mentor, use or disclose any non-public, personal information or material (a) disclosed or made available by, or otherwise received from, a Client, or (b) otherwise learned by, you (directly or indirectly) through Mentoring, in each case, in a manner that the Client has not authorized in advance;

10.11. if you are a Mentor, perform any act or omission that, in any way, is intended to circumvent, avoid, or reduce the payment of the BlueRobins Fee;

10.12. if you are a Mentor, directly contact any Client or third party that you are introduced to through the Service or solicit, induce, or encourage any of them to directly engage or transact business with you in your capacity as a Mentor, in each case, through means other than through the Service (except at such Client's or third party's request); or

10.13. attempt to do any of the acts described in this Section 10 or assist or permit any person in engaging in any of the acts described in this Section 10.

11. Intellectual Property Rights Protection

11.1. Ownership of the Service

You acknowledge and agree that the Service and its entire contents, features, and functionality (including but not limited to all information, software, source code, object code, algorithms, data, text, displays, images, video, and audio, and the design, selection, look and feel, and arrangement thereof, and any and all underlying technology and intellectual property related thereto) are owned by BlueRobins, its licensors, or other providers of such material. These materials are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. These Terms grant you only a limited license to use the Service as expressly permitted herein (as detailed in Section 5: Licenses, or your relevant license grant section). BlueRobins, along with its licensors and providers, reserves all rights not expressly granted to you.

11.2. Trademarks and Branding

The BlueRobins name, the BlueRobins logo, and all related names, logos, product and service names, designs, slogans, and trade dress (collectively, the "Marks") are trademarks of BlueRobins or its affiliates or licensors. You must not use such Marks without the prior written permission of BlueRobins. Any permitted use must be in accordance with any branding guidelines provided by BlueRobins. All other names, logos, product and service names, designs, and slogans on the Service are the trademarks of their respective owners and their use is also restricted.

11.3. Reservation of All Rights

No rights or licenses are granted to you by implication, estoppel, or otherwise under any intellectual property rights owned or controlled by BlueRobins or its licensors, except for the permissions and licenses expressly granted in these Terms. You acknowledge that you do not acquire any ownership rights by using the Service or by accessing any content or materials on the Service, other than your own User Content as specified in these Terms.

11.4. Prohibited Uses of BlueRobins IP

Except as expressly permitted by these Terms or with prior written consent from BlueRobins, you agree not to:

- a) Copy, reproduce, modify, create derivative works of, distribute, publicly display, publicly perform, republish, download, store, or transmit any of the material or content on our Service (other than your User Content).
- b) Reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying ideas or algorithms of the Service.
- c) Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- d) Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Service.

11.5 Notice of Copyright Infringement (DMCA Policy)

BlueRobins Inc. ("Company," "we," or "us") respects the intellectual property rights of others and expects our users to do the same. In accordance with the Digital Millennium Copyright Act of 1998 (the "DMCA"), the Company will respond expeditiously to claims of copyright infringement committed using the Services if such claims are reported to our Designated Copyright Agent.

If you are a copyright owner, authorized to act on behalf of a copyright owner, or authorized to act under any exclusive right under copyright, you may report alleged copyright infringement taking place on or through the Services by submitting a DMCA Notice of Alleged Infringement as outlined below.

DMCA Notice of Alleged Infringement

To submit a notice, provide the following information:

1. **Identification of the copyrighted work** that you claim has been infringed, or a representative list if multiple works are affected.
2. **Identification of the infringing material or link**, including the specific URL or location on the Services.
3. **Your contact information**, including:
 - Full Name

- Company Affiliation (if any)
- Mailing Address
- Telephone Number
- Email Address

4. Statements:

- "I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."
- "I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."

5. Your full legal name and your electronic or physical signature.

Deliver this Notice to:

Copyright Agent

Raji Kannan
BlueRobins Inc.
11442 Bay Laurel Street
Dublin, CA 94568
Phone: (650) 441-2709
Email: raji.kannan@bluerobins.com
Subject: **DMCA Notice of Alleged Infringement**

DMCA Counter-Notice

If you believe your content was removed or disabled in error, you may submit a DMCA Counter-Notice that includes:

1. **Identification of the material** that was removed or disabled and its previous location.
2. **Statement:**

- "I hereby state, under penalty of perjury, that I have a good faith belief that the material was removed or disabled as a result of mistake or misidentification."
3. **Your contact information**, including full name, address, and phone number.
4. **Jurisdiction Consent Statement:**
- If your address is in the United States:
"I hereby consent to the jurisdiction of the Federal District Court for the judicial district in which my address is located, and I will accept service of process from the person who provided the original DMCA notice or an agent of such person."
 - If your address is outside the United States:
"I hereby consent to the jurisdiction of the Federal District Court for any judicial district in which BlueRobins Inc. may be found, and I will accept service of process from the person who provided the original DMCA notice or an agent of such person."
5. **Your full legal name and your electronic or physical signature.**

Deliver this Counter-Notice to:

Copyright Agent

Raji Kannan
BlueRobins Inc.
11442 Bay Laurel Street
Dublin, CA 94568
Phone: (650) 441-2709
Email: raji.kannan@bluerobins.com
Subject: **DMCA Counter-Notice**

Important Notices

- Under Section 512(f) of the DMCA, anyone who knowingly misrepresents material or activity as infringing may be subject to liability.
- BlueRobins Inc. maintains a policy of terminating, or banning, repeat infringers. A repeat infringer is defined as any user who has had two or more postings removed under this DMCA policy.

12. Modification of Terms

BlueRobins reserves the right to, from time to time, change these Terms. Please check these Terms periodically for changes. Revisions will be effective immediately upon posting, except that for existing users, material revisions will be effective thirty (30) days after posting or direct notice to you of the revisions unless otherwise stated by BlueRobins.

We may require that you accept the modified Terms in order to continue to use the Service. If you do not agree to the modified Terms, then you should discontinue your use of the Service.

Except as expressly permitted in this Section, these Terms may be amended only by a written agreement signed by authorized representatives of both parties to these Terms (i.e., you and BlueRobins).

13. Term, Termination, and Modification of the Service

13.1. Term

These Terms become effective when you first create an account with BlueRobins, or otherwise access or use the Service, and will remain in full force and effect while you use the Service or maintain an account, until terminated as set forth in this Section.

13.2. Termination by You

You may terminate your account and thereby these Terms at any time by using the account deletion feature within your Service settings or notifying BlueRobins in writing at support@bluerobins.com of your intention to terminate. Termination will be effective upon BlueRobins processing your request or closing your account. Please note that upon termination, your access to the Service will cease, and your User Content may be handled as described in Section 8 and our Privacy Policy. No refunds will be provided for any unused portion of subscription fees or other prepaid amounts, except as expressly stated in our Refund Policy or as required by applicable law.

13.3. Termination and Suspension by BlueRobins

BlueRobins reserves the right, in its sole discretion, to restrict, suspend, or terminate your account and your access to all or any part of the Service at any time, for any reason or no reason, with or without prior notice, and without liability, including, but not limited to, if:

a) You breach any provision of these Terms, our Privacy Policy, or any other policies or guidelines incorporated herein.

- b) You engage in conduct that BlueRobins, in its sole discretion, deems to be unlawful, fraudulent, abusive, harassing, harmful to other users, BlueRobins, the Service, or third parties, or otherwise objectionable.
- c) You fail to pay any fees owed to BlueRobins by the due date, as applicable.
- d) Your account remains inactive for an extended period, as determined by BlueRobins in its reasonable discretion.
- e) BlueRobins is required to do so by law, by order of a court or governmental authority.
- f) BlueRobins decides to discontinue offering the Service generally or to you specifically.

While BlueRobins reserves the right to terminate for any reason, where practicable and appropriate (as determined by BlueRobins), we may provide you with notice of termination or an opportunity to remedy a curable breach.

13.4. Effect of Termination

Upon the termination of your account or these Terms for any reason:

- a) Your right to access and use the Service, and any licenses granted to you herein, will immediately cease.
- b) You remain responsible for all fees, charges, and other financial obligations accrued and owed to BlueRobins up to and including the effective date of termination. Termination does not relieve you of any outstanding payment obligations.
- c) BlueRobins may, in its discretion, delete or restrict access to your account information, including your profile and User Content, in accordance with our data retention policies, the terms of Section 8, and our Privacy Policy. BlueRobins will not be liable for any loss or damage resulting from such actions.

13.5. Modification, Interruption, and Discontinuation of the Service

BlueRobins reserves the right to modify, enhance, update, suspend, interrupt, or discontinue, temporarily or permanently, the Service or any features or portions thereof, at any time in its sole discretion, with or without notice to you (though we will endeavor to provide notice of material changes or discontinuations when feasible and appropriate). You agree that BlueRobins will not be liable to you or to any third party for any modification, suspension, interruption, or discontinuation of the Service or any part thereof. BlueRobins has no obligation to provide any specific content, features, maintenance, support, or updates for the Service, although it may choose to do so in its sole discretion.

14. Indemnity

You agree to indemnify, defend, and hold harmless BlueRobins and its affiliates, and their respective officers, directors, employees, agents, licensors, successors, and assigns (collectively, the "BlueRobins Indemnified Parties") from and against any and all claims, demands, actions, suits, proceedings, investigations, liabilities, damages, judgments, awards, losses, costs, and expenses, including reasonable attorneys' fees and legal costs (collectively, "Claims"), arising out of, relating to, or in connection with any of the following:

(a) Your access to or use of the Service, or your activities in connection with the Service;

(b) Your breach or alleged breach of these Terms, our Privacy Policy, or any other policies or guidelines incorporated herein;

(c) Any User Content you Post, submit, or make available through the Service, including any Claim that such User Content infringes, violates, or misappropriates any patent, copyright, trademark, trade secret, moral right, right of privacy, right of publicity, or any other intellectual property or proprietary right of any third party;

(d) Your violation of any applicable law, rule, or regulation, or the rights of any third party, including without limitation any right of privacy, publicity, or contractual right;

(e) Any dispute, conflict, or issue between you and any other user of the Service (including, if you are a Client, any dispute with a Mentor, or if you are a Mentor, any dispute with a Client);

(f) If you are a Mentor, any Claim concerning the mentoring services you provide or offer, your professional conduct, the accuracy or efficacy of any advice or information you give, or any representations you make to Clients or other users;

(g) If you are a Client, your engagement with any Mentor, your reliance on or application of any advice, information, or content obtained through the Service or from a Mentor, or any interactions you have with Mentors.

BlueRobins reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter). In such event, you agree to fully cooperate with BlueRobins in asserting any available defenses. You agree not to settle any Claim for which you have an indemnification obligation under these Terms without the prior written consent of BlueRobins, which consent shall not be unreasonably withheld, especially if such settlement involves an admission of liability or imposes any non-monetary obligations on any of the BlueRobins Indemnified Parties.

15. Disclaimers; No Warranties by BlueRobins

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE AND ALL INFORMATION, CONTENT, MATERIALS, AND ANY OTHER SERVICES (INCLUDING ANY SERVICES OR ADVICE PROVIDED BY

MENTORS) INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE ARE PROVIDED BY BLUEROBINS ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, UNLESS OTHERWISE EXPLICITLY STATED IN WRITING.

TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, BLUEROBINS AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, SUPPLIERS, AND PARTNERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, ACCURACY, RELIABILITY, COMPLETENESS, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE.

BLUEROBINS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS THAT:

- (A) THE SERVICE WILL MEET YOUR SPECIFIC REQUIREMENTS OR EXPECTATIONS;
- (B) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS;
- (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE (INCLUDING ANY ADVICE, GUIDANCE, OR OUTCOMES FROM MENTORING SESSIONS) WILL BE ACCURATE, RELIABLE, EFFECTIVE, OR MEET YOUR NEEDS;
- (D) THE QUALITY OF ANY SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SERVICE, INCLUDING THE SERVICES PROVIDED BY MENTORS, WILL MEET YOUR EXPECTATIONS;
- (E) ANY ERRORS OR DEFECTS IN THE SERVICE WILL BE CORRECTED.

SPECIFICALLY, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

NO ENDORSEMENT OR GUARANTEE OF MENTORS: BLUEROBINS DOES NOT HIRE, EMPLOY, RECOMMEND, OR ENDORSE ANY MENTORS OR CLIENTS. MENTORS ARE INDEPENDENT INDIVIDUALS WHO USE THE PLATFORM TO OFFER THEIR SERVICES. BLUEROBINS IS NOT RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY MENTOR OR CLIENT. WE DO NOT VERIFY ALL INFORMATION PROVIDED BY MENTORS (SUCH AS THEIR QUALIFICATIONS, BACKGROUND, OR EXPERIENCE) AND DO NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS, INCLUDING YOUR SELECTION OF AND ENGAGEMENT WITH MENTORS.

NO RESPONSIBILITY FOR MENTOR SERVICES: BLUEROBINS IS NOT A PARTY TO THE AGREEMENTS OR INTERACTIONS BETWEEN MENTORS AND CLIENTS. BLUEROBINS DOES NOT PROVIDE THE MENTORING SERVICES AND IS NOT RESPONSIBLE FOR THE

ADVICE, GUIDANCE, INFORMATION, QUALITY, ACCURACY, TIMELINESS, OR LEGALITY OF THE SERVICES PROVIDED BY MENTORS. ANY CLAIMS RELATED TO MENTORING SERVICES MUST BE DIRECTED SOLELY TO THE MENTOR.

CONTENT DISCLAIMER: ANY INFORMATION OR CONTENT MADE AVAILABLE THROUGH THE SERVICE, INCLUDING CONTENT PROVIDED BY BLUEROBINS, MENTORS, OR OTHER USERS, IS FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE CONSTRUED AS PROFESSIONAL (E.G., LEGAL, FINANCIAL, MEDICAL, THERAPEUTIC) ADVICE. YOU SHOULD SEEK INDEPENDENT PROFESSIONAL ADVICE FROM QUALIFIED PROFESSIONALS BEFORE MAKING DECISIONS BASED ON INFORMATION OBTAINED THROUGH THE SERVICE. BLUEROBINS DOES NOT GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION ON THE SERVICE AND NEITHER ADOPTS NOR ENDORSES, NOR IS RESPONSIBLE FOR, THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BLUEROBINS OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU. TO THE EXTENT THAT BLUEROBINS MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY IMPLIED WARRANTY OR LIMIT ITS LIABILITIES, THE SCOPE AND DURATION OF SUCH WARRANTY AND THE EXTENT OF BLUEROBINS' LIABILITY WILL BE THE MINIMUM PERMITTED UNDER SUCH APPLICABLE LAW.

16. Limitation of Liability

16.1.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE BLUEROBINS ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY BLUEROBINS ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

16.2.

EXCEPT AS PROVIDED IN SECTIONS 17.5 TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE BLUEROBINS ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (a) THE AMOUNT YOU HAVE PAID TOWARDS BLUEROBINS PLATFORM FEE(as opposed to the fee paid to mentor by BlueRobin) FOR ACCESS TO AND USE OF THE SERVICE IN THE 3 MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO THE CLAIM AND (b) US\$100.

16.3.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 16 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

17. Dispute Resolution and Arbitration

Read this Section carefully. This Section may significantly affect your legal rights, including your right to file a lawsuit in court.

17.1. Informal Dispute Resolution.

We are available by email at support@bluerobins.com to address any concerns, disputes, claims or controversies you may have regarding the Services, the Agreement (including their interpretation, formation, performance and breach) or the relationship between you and the Company (collectively, “Disputes”). Most disputes are quickly resolved in this manner to our users’ satisfaction. The parties shall use their best efforts to settle any Dispute directly through consultation and good faith negotiations which shall be a precondition to either party initiating a lawsuit or arbitration.

17.2. Formal Dispute Resolution.

If you are not a resident of the EEA, in the event that the parties do not agree upon a resolution in connection with a Dispute within a period of thirty (30) calendar days from the time informal dispute resolution is initiated pursuant to Section 17.1 (Initial Dispute Resolution), you expressly agree with us that the provisions in Section 17.2(a)(Agreement to Arbitrate), Section 17.2(b) (Location), Section 17.2(c) (Class Action Waiver), Section 17.2(d) (Exception – Litigation of Intellectual Property and Small Claims Court) and Section 17.2(e) (30 Day Right to Opt Out) apply to you if (i) you are domiciled in and/or use the Services in the United States or (ii) you are

domiciled in and/or use the Services from outside the United States, legal proceedings in connection with a Dispute are initiated within the United States and you are entitled to participate in such proceedings, in each case unless any court or arbitrator deems that the “Agreement to Arbitrate” set forth in Section 17.2(a) (Agreement to Arbitrate) or the “Class Action Waiver” set forth in Section 17.2(c) (Class Action Waiver) are void or unenforceable for any reason or that an arbitration can proceed on a class basis.

(a) Agreement to Arbitrate. If the parties do not agree upon a resolution in connection with a Dispute within a period of thirty (30) calendar days from the time informal dispute resolution is initiated pursuant to Section 17.1 (Initial Dispute Resolution), then either party may initiate binding arbitration as the sole means to formally resolve claims (the “Agreement to Arbitrate”), subject to the terms set forth below. Specifically, all disputes shall be finally settled by binding arbitration administered by the American Arbitration Association (the “AAA”). The arbitration proceedings shall be governed by AAA’s Commercial Arbitration Rules (the “AAA Rules”) and, where appropriate, AAA’s Supplementary Procedures for Resolution of Consumer-Related Disputes (the “AAA Consumer Rules”). This arbitration provision is made pursuant to a transaction involving interstate commerce, and the Federal Arbitration Act shall apply to the interpretation, applicability, enforceability and formation of the Agreement notwithstanding any other choice of law provision contained in the Agreement. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of the Agreement, including without limitation any claim that all or any party of the Agreement are void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator’s award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator shall make a decision in writing and shall provide a statement of reasons if requested by either party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. The AAA Rules and the AAA Consumer Rules are both available at the AAA website www.adr.org. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the cost of litigation and the right to discovery may be more limited in arbitration than in court.

(b) Location. If you are a resident of the United States, arbitration will take place at any reasonable location within the United States that is convenient for you. For residents outside the United States, arbitration shall be initiated in Dublin, CA and you and the Company agree to submit to the personal jurisdiction of any federal or state court in Dublin, CA, in order to compel arbitration, to stay proceedings pending arbitration or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

(c) Class Action Waiver. The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AGREE THAT THE PARTIES MAY EACH BRING CLAIMS AGAINST THE OTHER ONLY IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this subsection (the "Class Action Waiver") is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate Disputes.

(d) Exception – Litigation of Intellectual Property and Small Claims Court Claims. Notwithstanding the parties' decision to resolve all Disputes through arbitration, either party may bring an action in state or federal court that only asserts claims for patent infringement or invalidity, copyright infringement, moral rights violations, trademark infringement and/or trade secret misappropriation, but not, for clarity, claims related to the license granted to you for the Services under this Agreement. Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

(e) 30 Day Right to Opt Out. You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth in Subsection 17.2(a) (Agreement to Arbitrate), Subsection 17.2(b) (Location) and Subsection 17.2(c) (Class Action Waiver) above by sending written notice of your decision to opt-out to the following address: 11442, Bay Laurel Street, Dublin, CA, Attn: Legal. The notice must be sent within thirty (30) days of your first access or use of the Services; otherwise you will be bound to arbitrate Disputes in accordance with the terms of those Subsections. If you opt-out of these arbitration provisions, the Company also will not be bound by such provisions.

(f) Disputes Not Subject to Arbitration or Class Action Waiver. If you are a resident of the EEA, if a Dispute is not subject to the "Agreement to Arbitrate" set forth in Section 17.2(a) (Agreement to Arbitrate), or if any court or arbitrator determines that the "Class Action Waiver" set forth in Section 17.2(c) (Class Action Waiver) is void or unenforceable for any reason or that an arbitration can proceed on a class basis, exclusive jurisdiction for any claim or action arising out of or relating to the Services or the Agreement shall be the federal or state courts in Dublin, CA, and you expressly consent to the exercise of personal jurisdiction of such courts.

(g) Changes to this Section. We will provide sixty (60) days' notice of any changes to this Section 17.2 and any such change will apply only to any claims arising after the sixtieth (60th) day following such notice.

18. General Provisions

18.1. Entire Agreement

These Terms, including the BlueRobins Privacy Policy and any Additional Terms expressly incorporated by reference herein, constitute the entire and exclusive understanding and agreement between you and BlueRobins regarding your access to and use of the Service. These Terms supersede and replace any and all prior oral or written understandings or agreements between BlueRobins and you regarding the Service.

18.2. Assignment

You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without the prior written consent of BlueRobins. BlueRobins may assign these Terms and all rights granted under these Terms, including with respect to your User Content, at any time without notice or consent to you, such as in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any attempt by you to assign or transfer these Terms, without such consent, will be null and void.

18.3. No Waiver

The failure of BlueRobins to require performance of any provision of these Terms will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself.

18.4. Severability

If any part of these Terms is held to be invalid or unenforceable by a court of competent jurisdiction, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

18.5. Headings and Interpretation

The use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms, the use of the word "including" means "including but not limited to."

18.6. Governing Law and Venue

These Terms and any action related thereto will be governed by the laws of the State of California, United States, without regard to its conflict of law principles. Subject to the "Dispute Resolution and Arbitration" section, you and BlueRobins submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Alameda County, California for

resolution of any lawsuit or court proceeding permitted under these Terms not subject to arbitration.

18.7. Privacy Policy

Please read the BlueRobins Privacy Policy carefully at <https://app.bluerobins.com/static/privacy-policy.pdf> (the "Privacy Policy") for information relating to our collection, use, storage, and disclosure of your personal information. The BlueRobins Privacy Policy is incorporated by this reference into, and made a part of, these Terms.

18.8. Additional Terms

Your use of the Service is subject to all additional terms, policies, rules, or guidelines applicable to the Service or certain features of the Service that we may post on or link to from the Service from time to time (the "Additional Terms"). All Additional Terms are incorporated by this reference into, and made a part of, these Terms.

18.9. Consent to Electronic Communications

By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

18.10. Notice to California Residents

If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 or (916) 445-1254 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.

18.11. No Support

BlueRobins is under no obligation to provide support for the Service. In instances where we may offer support, such support will be subject to published policies, if any.

19. Mentor Terms, Responsibilities, and Conduct

As a Mentor providing services on the BlueRobins platform ("Service"), you acknowledge and agree to the following terms, responsibilities, and standards of conduct:

19.1. Independent Contractor Relationship

- a) You acknowledge and agree that your relationship with BlueRobins is that of an independent contractor. Nothing in these Terms or any agreement with BlueRobins shall be construed as creating an employer-employee, agency, partnership, or joint venture relationship between you and BlueRobins.
- b) You retain full discretion and control over your work methods, the specific content and delivery of your mentoring sessions (consistent with platform guidelines and academic integrity principles), and your schedule, subject to your commitments to Clients made through the Service.
- c) You are free to offer your services to other clients or through other platforms.
- d) You are solely responsible for providing your own equipment, workspace, tools, and all other resources necessary to perform your mentoring services.
- e) You are solely responsible for your own tax obligations, including but not limited to income tax, self-employment tax, and any other applicable taxes on earnings received through the BlueRobins platform. BlueRobins will not withhold taxes from your payments unless required by law.
- f) BlueRobins shall not exert control over how your mentoring services are delivered, aside from providing the platform, facilitating connections, ensuring quality assurance, and enforcing compliance with these Terms and general platform guidelines.
- g) As an independent contractor, you will not be provided with any employee benefits such as health insurance, retirement plans, paid time off, or other employment-related benefits by BlueRobins.

19.2. Professional Conduct and Service Delivery

- a) You shall deliver all mentoring services professionally, ethically, and competently, utilizing the tools and features provided by the BlueRobins platform for service delivery where appropriate.
- b) You shall communicate respectfully, professionally, and appropriately with all Clients (students).
- c) You shall encourage Client independence, critical thinking, and self-reliance.
- d) You shall not engage in or support any form of academic dishonesty, including but not limited to writing assignments or completing exams for Clients, or any actions that would misrepresent a Client's own work or abilities.
- e) You shall submit a concise post-session summary after each mentoring meeting through the designated feature on the BlueRobins platform, or as otherwise directed by BlueRobins.

19.3. Platform Integrity and Communication Protocols

a) You shall not directly communicate with parents or legal guardians of minor Clients outside of any official channels or functionalities provided or expressly permitted by BlueRobins for such communication. Primary communication regarding mentoring services should typically be with the Client, or as guided by BlueRobins policies.

b) You shall refrain from sharing your personal contact information (e.g., personal email, phone number, social media profiles not linked through the platform) with Clients or their parents/guardians for the purpose of off-platform communication related to services offered on BlueRobins.

c) You shall not solicit or accept off-platform communications from Clients or their parents/guardians regarding services that are or could be provided through BlueRobins.

d) You shall not accept or solicit direct payments from Clients or their parents/guardians for any services offered or facilitated through the BlueRobins platform. All payments must be processed through the BlueRobins platform as per the Mentor Payment Policy.

e) Non-Solicitation: You agree not to solicit BlueRobins Clients (students), their parents/guardians, or BlueRobins staff for off-platform services, whether similar or different to those offered on BlueRobins, during the term of your agreement with BlueRobins and for a period of twelve (12) months thereafter.

19.4. Resources and Expenses

a) Expenses: BlueRobins will not reimburse you for any expenses incurred in connection with providing your mentoring services, including but not limited to preparation time, software, materials, internet access, or other operational costs, unless otherwise explicitly agreed in writing by BlueRobins.

b) Supplies: BlueRobins will not provide any special software, tools, or materials for your mentoring services. BlueRobins may, at its sole discretion, make available free templates for research projects or general learning materials, but is under no obligation to do so.

19.5. Reporting and Documentation

a) You shall promptly report to BlueRobins any significant issues encountered with Clients, parents/guardians (where relevant), or with the BlueRobins platform itself. This includes concerns about safety, academic integrity, platform misuse, or technical problems.

b) You shall maintain any shared documentation related to your mentoring services as required by BlueRobins. This may involve utilizing designated platform features for documentation, or communications and submissions through official BlueRobins channels, such as support@bluerobins.com.

19.6. Compliance and Enforcement

a) You shall comply at all times with these Terms, the [Mentor Payment Policy](#), the [Refund Policy](#), the [Privacy Policy](#), and all other policies and guidelines established by BlueRobins.

b) BlueRobins may deactivate or suspend your Mentor account and access to the Service for reasons including, but not limited to:

- i. Failure to meet or maintain BlueRobins' vetting requirements or quality standards.
- ii. Breach of any provision of these Terms or other BlueRobins policies.
- iii. Solicitation of Clients or payments off-platform in violation of these Terms.
- iv. Engagement in any criminal behavior, or behavior that BlueRobins deems harmful, unethical, or inappropriate.
- v. Receipt of excessive or serious student (Client) complaints.
- vi. Repeated non-responsiveness to Clients or to BlueRobins.