

Terms of Use

Last modified: October 29, 2022

Please read these terms of service carefully. This is a binding agreement between you and Perspectiv, Inc., a Delaware corporation (“**Company**”). The Company owns a website that is essentially virtual career day, on demand, for job seekers, students, workers in the United States that are interested in educating and empowering themselves with career-related knowledge (“**Services**”). This website is located at <https://www.getperspectiv.com> (“**Website**”).

These Terms of Use (“**Terms**”) govern your access and use of the Website and all related subdomain, and any content, functionality, and services offered on or through the Website such as text, information, videos, images and other information or materials made available to you through the Website. “**You**” means any registered account holder or any adult (over the age of 18) user of the Website.

Please read the Terms carefully before you start to use the Website. **By accessing and using the Website, you signify your assent to both these Terms and our Privacy Policy, which is available at <https://www.getperspectiv.com/privacy-policy>.** If you do not want to agree to any of these Terms of Use, you must not access or use the Website.

Changes may be made to these Terms from time to time. Your continued use of the Website will be deemed acceptance to amended or updated terms. You are encouraged to check this page from time to time so that you are aware of any changes, as they are binding on you.

If you are a minor, as used in these Terms meaning persons under 18 years of age, you must obtain the permission of your parent or guardian prior to using the Website. If you do not obtain such permission, do not use the Website. The Website is not intended for use by children under the age of 13.

I. Limited License

- a. The Company grants you a limited license to access the Website subject to these Terms for your lawful personal use only.
- b. You agree not to use the Website in any way that violates any federal, state or local law or regulation applicable to you and your use of the Website.
- c. You acknowledge that the Company may, at its sole discretion and at any time, stop providing any part of the Website without notice. You also acknowledge that the Company reserves the sole right to amend the Website and modify any of the services (including any support services) offered on the Website. You understand and agree that the Company will not be liable to you or any third party, if for any reason, all or any part of the Website is unavailable at any time or for any period. From time to time, the Company may restrict access to some parts of the Website to you, even if you are a registered user with a user Account on the Website (“**Registered User**”).
- d. By accessing the Website, you represent and warrant that (a) you will provide accurate, current, and complete information when you submit registration information; (b) you will maintain the accuracy of such information; (c) you are 18 years of age or older or have your parent’s or guardian’s permission to enter into this agreement, or otherwise have the ability to form a binding contract; and (d)

your use of the Website does not violate any applicable law or regulation or any obligation you may have to a third party.

- e. You are welcome to link to the Website from your website, provided that your website does not imply any endorsement by or association with the Company.

II. Term

- a. These Terms will take effect immediately upon commencement of your access of the Website and will remain in force and effect for as long as you are accessing the Website.

III. Eligibility

- a. To use the Services through the Website, the following must be true:
 - i. You are at least 13 years of age or older.
 - ii. You live in the United States, where the Services are available.
 - iii. You agree to be legally bound by and comply with these Terms, and the Privacy Policy <https://www.getperspectiv.com/privacy-policy>.
 - iv. You understand and agree that satisfying the above requirements does not guarantee that you will receive the Services through the Website.

IV. Registration and User Accounts

- a. You may choose to not register for an account and access the Website as a guest user. However, you will not be able to access certain contents on the Website.
- b. Although certain parts of the Website such as the trailers of the interviews are accessible by any individual, to gain access to the paid premium content, you must first create an individual user account ("**Account**"). You agree that you will not create more than one Account or create an Account for anyone other than yourself without first receiving permission from the other person. In exchange for your access to the Application and use of the Services you agree to:
 - i. provide true, accurate, current, and complete information about yourself as prompted by our Account registration form; and
 - ii. to maintain, and promptly update such Account information, each time you log on, as far as possible to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, not current, or incomplete, or the Company has reasonable grounds to suspect that such Account information is untrue, inaccurate, not current, or incomplete, the Company reserves the right to terminate your Account.
 - iii. certify that you are (i) over the age of 13 and have the legal ability to consent to the Services or have your Parent/Guardian consent to the Services, and (ii) physically located or are a resident of the Country you have chosen as your current residency when creating your Account.
 - iv. remain responsible for maintaining the confidentiality of your Account password and username (if any), and any other security information related to your Account at all times. The Company will not be liable for any loss that you incur because of someone else accessing and using your Account, either with or without your knowledge.

- c. You agree to immediately notify the Company of any unauthorized use of your Account. You are fully and solely responsible for the security of your computer system and all activity on your User Account, even if such activities were not committed by you. The Company will not be liable for any losses or damage arising from unauthorized use of your account or password, and you agree to indemnify and hold the Company harmless for any improper or illegal use of your Account, including any email sent and any charges and taxes incurred, unless you have notified us via e-mail to support@getperspectiv.com that your account has been compromised, and have requested us to block access to it. We do not police for and cannot guarantee that we will learn of or prevent, any inappropriate use of your User Account on the Website. You may be held liable for losses incurred by the Company or another party due to someone else using your User Account. You should log out from your account at the end of each use.
- d. Your User Account may not be sold or otherwise transferred to another person or entity and is limited to one single user per Account.
- e. You may delete your account at any time, for any reason, by notifying us via e-mail to support@getperspectiv.com or in account settings.
- f. Any suspension or deletion of your account shall not affect your obligations under these Terms (including but not limited to, ownership, indemnification, any representations and warranties made by you, and limitation of liability), which by their sense and context are intended to survive such suspension or termination. On termination, you lose the right to access part of the Website that are only available for Registered Users.
- g. You agree that all information you provide to register for a User Account on the Website is governed by our Privacy Policy as available at <https://www.getperspectiv.com/privacy-policy>, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

V. Subscribe to Premium Content

- a. Premium content consists of long-format interview videos that are broken down into several “Chapters” with individuals in different professions that aims to provide Registered Users a better understanding of the available career options and the realities of what these occupations entail.
- b. “Subscription” means a Registered User’s monthly or annual subscription to premium content available on the Website.
- c. If you decide to sign up for Subscription, you will be billed for the subscription fee on a periodic (monthly, annual, or otherwise) billing cycle and the cycle starts on the date you opt into the Subscription program.
- d. Unless you cancel the Subscription prior to the end of a billing cycle, the subscription will automatically renew at the then-current subscription fee at the end of each billing cycle and a new cycle of Subscription will automatically commence on the first day following the end of the prior billing cycle.
- e. The Company reserves the right to change the Subscription fee for any renewal term to be effective upon the renewal of such Subscription. We will notify you of such change using the email you provide us upon registration.

- f. Failure to for pay the subscription fee will forfeit your right to enjoy the benefits of the Subscription program and the Company will have the right to terminate your access to premium content without further notice.
- g. We use a third-party payment processor (“**Payment Processor**”), Stripe, to charge your credit card. The processing of payments in connection with your use of the Application will be subject to the terms, conditions, and privacy policies of the Payment Processor, in addition to our Privacy Policy and Terms. You agree to promptly review all charges processed through the Payment Processor, and immediately notify the Company to the extent you have any questions, concerns, or disputes with respect to any charges. We are not responsible for any errors by the Payment Processor.
- h. Subscription purchased are nonreturnable and nonrefundable unless otherwise specified by the Company or as prohibited under applicable law. There are no refunds or credits for partially used subscription terms. The Company may provide prorated refunds if we cannot provide the Services we’ve promised when you sign up for the subscription.

VI. Communications with the Company

- a. When you access the Website, you are communicating with us electronically, and you consent to receiving communications from us electronically. The Company may provide you with use of email support services to enable you to communicate with the Company (“**Communication Services**”). You hereby acknowledge your consent to the following communications from the Company:
 - i. messages posted to your Account on the Website, email from the Company regarding the Website; and
 - ii. updates about changes to the Website.

VII. Use of Devices and Services

- a. Access to the Website may require the use of your personal computer or mobile device, as well as communications with or use of space on such devices. You are responsible for any Internet connection or mobile fees and charges that you incur when accessing the Website.

VIII. Intellectual Property Rights

- a. The Website, and its entire contents, features and functionality (including but not limited to all information, software, text, displays, featured images, video and audio, and the design, selection and arrangement of the above), are owned by the Company, its suppliers, or its licensors, and are protected by United States and international copyright, trademark, patent, trade secret and other applicable intellectual property or proprietary rights laws.
- b. You should not re-use or re-publish any content made available through the Website or copy any of the material made available through the Website for commercial purposes, without the express written permission of the Company.
- c. You should not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, download, store or transmit any of the material made available to you on Website, except:

- i. your computer or mobile device may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials on either of your computer or mobile device, respectively,
 - ii. you may store files that are automatically cached by your Web browser for display enhancement purposes,
 - d. You must not:
 - i. modify copies of any materials from the Website without appropriate licenses;
 - ii. delete or alter any copyright, trademark or other proprietary rights notices from copies of materials obtained from the Website.
 - e. If you wish to obtain the necessary license to make use of any material on the Website, please email support@getperspectiv.com.
 - f. If you print, copy, modify, download or otherwise use or provide any other person, organization, company, or business with access to any part of Website in breach of these Terms, your right to access the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Company or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company.
 - g. The Company name, the term “Perspectiv” and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product, and service names, designs and slogans on the Website are the trademarks of their respective owners, where applicable.

IX. Copyright Protection

- a. We respect the intellectual property rights of others and request all users of the Website to do the same.
- b. If you believe your copyright has been infringed on the Website, please notify us by email at support@getperspectiv.com to submit a written notification, stating the location of the work claimed to be infringing.
- c. Upon the receipt of written notification of infringement and subject to applicable copyright laws, The Company may remove or disable access to any such Content.
- d. To be effective, the notification of claimed infringement must be a written communication that includes substantially the following:
 - i. A physical or electronic signature of the person authorized to act on behalf of the owner of the right that is allegedly infringed;
 - ii. Identification of the work and the pertinent exclusive legal right claimed to be infringed, or if multiple works or legal rights are covered by a single notification, a representative list of such elements;
 - iii. Identification of the material that is claimed to infringe or to be the subject of infringing activity and the access to which is to be disabled, and

information reasonably sufficient to permit us to locate the material, including the precise location on the Services where they discovered the work claimed to be infringing;

- iv. Information reasonably sufficient to permit us to contact them, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;
 - v. A statement that they have a good faith belief that the use of the material, in the manner complained of, is not authorized by the copyright owner, its agent, or the law;
 - vi. A statement that the information in the notification is accurate, and under penalty of perjury, that they are authorized to act on behalf of the owner of copyright that is allegedly infringed.
- e. After receiving the communication, The Company may ask person who submitted the claimed infringement to provide further or supplemental information, prior to removing any Content on the Website, as we deem necessary to comply with applicable law. We may also provide the user who uploaded the allegedly infringing content, with the contact details of person who submitted the claimed infringement, in order for the former to be able to contact the latter and challenge the claim.
- f. Counter Notification
- i. If the Company removes Content that a user submitted for posting, pursuant to a notification of claimed infringement that we received, then that user has an opportunity to respond to the notification and our takedown by submitting a counter-notification. To be effective, the counter notification must be a written communication that includes substantially the following:
 - 1. The user's physical or electronic signature;
 - 2. Identification of the material to which access has been disabled and the location at which the material appeared before access to it was disabled;
 - 3. A statement, under penalty of perjury, that the user has a good faith belief that the material was disabled as a result of mistake or misidentification of the material to be disabled;
 - 4. User's name, address, and telephone number, and a statement that the user consents to the jurisdiction of the competent courts in any judicial district in which their address is located or in which they may be found, and that they will accept service of process from the person who provided notification or an agent of such person.
- g. After receipt of a counter notification, we will provide the person who submitted the claimed infringement notification, with a copy of the counter notification.
- h. We may then repost the removed material and cease disabling access to it within 10 to 14 business days following receipt of the counter notice, unless The Company first receives notice from the person who notified us of the claimed infringement that such person has filed an action seeking a court order to restrain such user from engaging in infringing activity relating to the material on the Website.

- i. The Company reserve the right to deny or cancel any instance of your use of the Services, or terminate your Account altogether, if we determine, at our sole discretion, that you are a repeat infringer. A repeat infringer is a user who has been notified of infringing activity more than twice or a user whose uploaded Content was removed from the Services more than twice.
 - j. Any person who knowingly materially misrepresents that certain Content is infringing, or certain Content was removed or disabled by mistake or misidentification may be liable for any damages, including costs and attorneys' fees, that we may incur, if we are injured by such misrepresentation, as the result of our reliance upon such misrepresentation in removing or disabling access to the Content claimed to be infringing.
 - k. Please contact the Company's copyright agent for all alleged infringement-related notifications:
 - i. Name: Meagan Skerchock
 - ii. Email address: meg@getperspectiv.com
 - iii. Postal Address: 3372 Peachtree Rd NE, Suite 115, Atlanta, GA 30326
- X. No Unlawful or Prohibited Use
- a. You agree to use the Website only for your lawful personal purposes and in accordance with these Terms.
 - b. You agree not to use the Website:
 - i. for any unlawful purpose or in any way that violates applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the U.S. or other countries);
 - ii. to impersonate or attempt to impersonate the Company, a Company employee or agent, another user or any other person or entity (including, without limitation, by using e-mail addresses or usernames associated with any of the foregoing);
 - iii. to engage in any other conduct that interferes, restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company, other users of the Website or expose them to liability;
 - iv. to use the Website in any manner that could damage, disable, overburden, or impair any Company server, or the network(s) connected to any Company server;
 - v. to gain unauthorized access to the Service or other users' Accounts, computer systems or networks connected to any Company server or to any of the Content, through hacking, password mining or any other means;
 - vi. to obtain or attempt to obtain any materials or information through any means not intentionally made available through the Website;
 - vii. to use any robot, spider or other automatic device, process, or means to access the Website for any prohibited purposes, including monitoring or copying any of the material presented thereon,

- viii. to use any manual process to monitor or copy any of the material on the Website, or for any other unauthorized purpose without Company's prior written consent;
- ix. to use any device, software or routine that interferes with the proper working of and delivery of the Services;
- x. to introduce any viruses, trojan horses, worms, logic bombs or other material, which is malicious or technologically harmful;
- xi. to reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Services or any related technology that is not open source;
- xii. to monitor the Website's availability, performance or functionality, or for any other benchmarking or competitive purposes, including, without limitation, for the purpose of developing any product or service to compete against the Company or any other competitive purposes;
- xiii. to attack the Website via a denial-of-service (DOS) attack or a distributed denial-of-service (DDOS) attack or otherwise attempt to interfere with the proper working of the Website;
- xiv. to use the Website in any way that is inappropriate or disrespectful of other users, including, but not limited to, select a username that contains profanity or racial slurs, upload inappropriate or offensive contents and post inappropriate comments. The Company reserves the sole discretion in determining what is inappropriate or disrespectful.

XI. Third-Party Materials

- a. The Website might display, include, or make available third-party content (including data, information, commercials, or other materials) or contain links to third-party websites, services, and advertisements for third parties (collectively, the "**Third-Party Materials**"). You agree that the Company is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. The Company does not assume and will not have any liability or responsibility to you or any other person for any Third-Party Materials on the Website.

XII. Disclaimer of Warranties

- a. You understand that the Company cannot and do not guarantee that the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Website for any reconstruction of any lost data.
- b. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, mobile device, computer programs, data, or other proprietary material due to your use of the Website.
- c. Your access of the Website is at your own risk. The Website is provided on an "as is" and "as available" basis, without any warranties of any kind, either express or implied. You understand and agree that we assume no responsibility for the

timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. Neither the Company nor any person associated with the Company makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy or availability of the Website. Without limiting the foregoing, neither the Company nor anyone associated with the Company represents or warrants that the Website will be accurate, reliable, error-free or uninterrupted, that defects will be corrected, that the Website or the server that makes it available are free of viruses or other harmful components; and that the Website will otherwise meet your needs or expectations.

- d. The Company hereby disclaims all warranties of any kind, express or implied. to the fullest extent provided by law, the Company hereby disclaims all warranties of any kind, whether express or implied, statutory, or otherwise, including but not limited to any warranties of merchantability, non-infringement, and fitness for particular purpose.
- e. The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

XIII. Limitation of Liability

- a. We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of the Website. We are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email due to technical problems or traffic congestion on the Internet or on any of the Website or combination thereof, including any injury or damage to users or to any person's computer related to or resulting from participation or downloading materials in connection with the Website. Under no circumstances shall we be responsible for any loss or damage, including personal injury or death, resulting from use of the Website or from the conduct of any Users of the Website, whether online or offline.
- b. IN NO EVENT SHALL THE COMPANY OR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE WEBSITE, INCLUDING BUT NOT LIMITED TO THE QUALITY, ACCURACY, OR UTILITY OF THE INFORMATION PROVIDED, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT SHALL OUR CUMULATIVE LIABILITY TO YOU EXCEED THE AMOUNT YOU PAID US.
- c. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

XIV. Indemnification

- a. You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its respective officers, directors, employees,

contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Website.

XV. Governing Law and Jurisdiction

- a. All matters relating to the Company, Privacy Policy and these Terms and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction).
- b. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

XVI. Dispute Resolution

- a. We encourage you to contact the Company's Customer Service department via email at support@getperspectiv.com if you have concerns or complaints about the Website. Generally, user complaints can be satisfactorily resolved this way. If we cannot resolve your concerns informally, disputes between you and the Company shall be resolved pursuant to this Section.
- b. At the Company's sole discretion, it may require you to resolve any disputes arising out of or relating to any aspect of your relationship with the Company exclusively by binding arbitration in Georgia, or another location mutually agreed to by the parties. The arbitration shall be administered by ADR Services, Inc. ("ADR Services") and held before a sole arbitrator. The arbitration shall be binding with no right of appeal. The arbitration shall be conducted pursuant to the ADR Services, Inc. Arbitration Rules. The arbitration shall be commenced by filing a demand for arbitration with the administrator of ADR Services, Inc. and serving the demand on the responding party.
- c. **PLEASE BE AWARE THAT YOU ARE GIVING UP THE RIGHT TO LITIGATE A DISPUTE IN COURT BEFORE A JUDGE OR JURY. YOU AND THE COMPANY AGREE TO ARBITRATE IN EACH OF OUR INDIVIDUAL CAPACITIES ONLY, NOT AS A REPRESENTATIVE OR MEMBER OF A CLASS, AND EACH OF US EXPRESSLY WAIVES ANY RIGHT TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS BASIS.**

XVII. Waiver; Severability

- a. No waiver by the Company of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.
- b. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision

shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

XVIII. Entire Agreement

- a. These Terms constitute the sole and entire agreement between you and the Company with respect to the Website, and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the Website.

XIX. Force Majeure

- a. Any failure or delay by the Company in the performance of its obligations pursuant to these Terms will not be deemed a default or breach of these Terms or a ground for termination to the extent such failure or delay is due to computer or Internet or telecommunications breakdowns, denial of service attacks, fire, flood, earthquake, elements of nature or acts of God, pandemic, acts of war, terrorism, riots, civil unrest, rebellions or revolutions in the U.S. or any nation where the obligations under these Terms are to be executed, strikes, supplier and third party failure, lockouts, or labor difficulties, or any similar cause beyond the reasonable control of the Company.

XX. Your Comments and Concerns

- a. You may contact us and direct all other feedbacks, comments, requests for technical support, request for refund and other communications relating to the Website via email at support@getperspectiv.com.