

JUNTO101 TERMS OF USE

Last Updated: November 20, 2025

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE PLATFORM. THESE TERMS OF USE DESCRIBE YOUR RIGHTS AND RESPONSIBILITIES AND FORM A LEGALLY BINDING AGREEMENT BETWEEN YOU AND US REGARDING YOUR USE OF THE PLATFORM. IF, FOR ANY REASON, YOU ARE UNABLE OR UNWILLING TO AGREE TO ALL THESE TERMS OF USE, YOU MAY NOT USE THE PLATFORM. YOUR CONTINUED USE OF THE PLATFORM MEANS YOU AGREE TO ALL THE TERMS AND CONDITIONS THAT ARE DESCRIBED OR REFERRED TO BELOW.

1. OVERVIEW.

Unless otherwise expressly stated, these terms of use (these “**Terms of Use**”) represent a legally binding agreement between Junto 101 LLC, for itself and on behalf of its parent, subsidiary, and affiliate companies (collectively, “**Company**”, “**we**”, “**us**”, or “**our**”), and each visitor, user, or customer (each, a “**user**,” and specifically you, “**you**” or “**your**”) of our owned and operated website, <https://junto101.org>, and of our other affiliated websites, subdomains, mobile versions, applications (including mobile applications), and online media under our operation and control (collectively, the “**Platform**”). When you see the word “**use**” or “**using**,” we mean any time you or any other visitor or user directly or indirectly, attempts to or actually does access, interact with, display, view, browse, print, copy, transmit, receive, or exchange data, messages, or content or you otherwise communicate with us or anyone else, including, without limitation, another user, advertiser, or any person, company, or other entity you may encounter on or through the Platform (to the extent facilitated by the Platform’s functionalities), or utilize, benefit, take advantage of, or interact with, any feature, function, or service or activity, promotion, or other content of, on, or available through the Platform (together with the Platform, the “**Content**”), for any purpose.

By creating an Account (defined below) via the Platform, you agree and acknowledge that (i) you have read and understand the legal agreement you have with us, including these Terms of Use, the Privacy Policy, and any other applicable terms and conditions that we disclose or notify you of when you use or attempt to use the Platform (collectively, the “**Additional Terms**”), which are expressly made part of your legal agreement with Company; (ii) that unless you immediately stop using or trying to use the Platform, you will be signifying your agreement to be legally bound by and comply with all of the terms and conditions that apply to you under these Terms of Use, the Privacy Policy, and the Additional Terms, as applicable; (iii) you are at least eighteen (18) years old or the “age of majority” in your jurisdiction, if older. As set forth in the Privacy Policy, we do not knowingly collect, share, or sell Personal Information (as that term is defined in the Privacy Policy) from persons younger than the age of thirteen (13) without verifiable parental consent. For users between the ages of thirteen (13) and sixteen (16), we may collect, share, or sell Personal Information only with the affirmative consent of the user or, where required by applicable law, with the consent of a parent or legal guardian. Any terms used but not defined herein are defined in the Privacy Policy or Additional Terms, as the case may be.

As used herein, our “**Partners**” refers to Company and our suppliers, vendors, sponsors, advertisers and other promotional and advertising partners, operational service providers, licensors, licensees, agents, representatives, successors, and assigns and each of their respective parent, subsidiary, and affiliate companies.

2. CHANGES TO THE PLATFORM AND TERMS OF USE.

We reserve the right, at any time and from time to time, for any reason in our sole discretion, to add to, delete, and/or modify any or all the terms and conditions of these Terms of Use or any Additional Terms that apply to you, as well as the Platform and/or any Content. We display the effective date of these Terms of Use at the top of this page, indicated by the “Last Updated” legend. **UNLESS OTHERWISE INDICATED, ANY CHANGES TO THESE TERMS OF USE OR ADDITIONAL TERMS WILL APPLY IMMEDIATELY UPON POSTING THEM TO THE PLATFORM.** If you use the affected Platform after the changes become effective, it means you are agreeing to be bound by the changes to these Terms of Use and Additional Terms, as the case may be. You should check on a regular and frequent basis and review the terms and conditions of these Terms of Use and Additional Terms that apply to you so you are aware of the current rights and obligations that apply to you.

3. PLATFORM TESTING.

From time to time, we may test various aspects of the Platform, including user interfaces, service levels, and features associated therewith, and we reserve the right to include you in or exclude you from these tests without notice.

4. USER PRIVACY AND OUR PRIVACY POLICY.

By accessing and using the Platform, you are agreeing to be bound by the Privacy Policy. Please read the Privacy Policy carefully for information relating to our collection, use, and disclosure of your Personal Information.

5. ACCOUNT INFORMATION.

The Platform enables users to create an account (each, an “**Account**”) to access Therapy Services, Job Application Features (each as defined below), informational resources, and other services (collectively, the “**Services**”) available through the Platform. In addition to creating an Account, access to the Services requires the purchase of a paid subscription plan via the Payment Processor (defined below) (each, a “**Subscription**”). **Please note that payments for Therapy Services are not included in a Subscription. Users must pay the applicable fees for Therapy Services, via the Payment Processor, as designated by Specialists and subject to change at any time, separate from Subscription payments.**

By creating an Account and purchasing a Subscription, you agree to pay all associated fees and understand that access to the Services is contingent upon maintaining an active, paid Subscription in good standing, as further described in our Subscription Purchase Policy, below.

You may create an Account as an individual, a graduate student, a parent, or a specialist. If you register an Account as a parent, you may also create a sub-account for your child that is linked to and managed under your own Account. In accordance with the Children’s Online Privacy Protection Act (COPPA), we require verifiable parental consent before collecting, using, or disclosing Personal Information from children under the age of 13. **By creating a child account, you consent to our processing of your child’s Personal Information as described in our Privacy Policy, and you agree to complete our required parental verification process, which may include, without limitation, methods such as credit card verification, government-issued ID submission, or signed consent forms.** For more information about the parental verification process, please see the section titled “Children’s Privacy” in the Privacy Policy.

When you register an Account with us, you must provide us with complete and accurate information (including, without limitation, certain Personal Information (as defined in the Privacy Policy)) as requested when registering an Account and, thereafter, as and when requested by Company from time to time (collectively, “**Account Information**”). By providing Company with any Account Information, you grant

to us and to all other persons, companies, and other entities involved in the operation of the Platform the right to use, store, monitor, retrieve, and transmit such Account Information in connection with the operation of the Platform and as otherwise provided herein and in the Privacy Policy, which sets forth our information collection and use policies with respect to the privacy of your Account Information. You acknowledge, consent, agree that we may access, preserve, and disclose your Account Information and your Content if required to do so by Applicable Law (defined herein), or if we believe in good faith that such access preservation or disclosure is reasonably necessary or helpful to (i) comply with legal process; (ii) enforce these Terms of Use, including investigations of potential violations thereof; (iii) detect, prevent, or otherwise address fraud or security issues; (iv) respond to any Claim (as defined herein) that Content violates the rights of third parties; (v) provide certain customized features of the Platform to you, if any; (vi) respond if you contact us for any reason; or (vii) protect the rights, property, or personal safety of Company, any one or more of our Partners, other users, and the public.

We reserve the right to immediately terminate your Account at our sole discretion and without prior notice to you if, for example, you violate the Terms of Use. Accounts terminated by us for any type of abuse including, without limitation, a violation of these Terms of Use, may not be reactivated.

6. SUBSCRIPTION AND THERAPY SERVICES PURCHASE POLICY.

Payments for Subscription

When you purchase a Subscription or Therapy Services via the Platform, and as further described in our Privacy Policy, you will be asked to supply our third-party payment processor, presently, Stripe, Inc. (“**Payment Processor**”) with certain information relevant to your transaction, including, without limitation, your name, email address, information about your form of payment (i.e., credit card, payment card, or other payment method and the expiration date and security/CVV code, if applicable), the billing address associated with such form of payment, and other related information (collectively, “**Transaction Information**”). BY PROVIDING THE PAYMENT PROCESSOR WITH ANY TRANSACTION INFORMATION, YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARDS OR PAYMENT CARDS OR OTHER PAYMENT METHODS UTILIZED IN CONNECTION WITH ANY PURCHASES YOU MAKE THROUGH THE PLATFORM AND TO PROVIDE THE PAYMENT PROCESSOR WITH ALL RELATED TRANSACTION INFORMATION. By purchasing a Subscription, you agree to pay all fees associated with the selected plan and understand that access is contingent upon timely payment.

Billing and Renewal

Subscriptions are billed in advance on a recurring basis (e.g., monthly or annually), as specified at the time of purchase. Unless you cancel your Subscription before the end of the current billing cycle, it will automatically renew under the same terms and your chosen payment method will be charged accordingly by the Payment Processor.

Cancellation

You may cancel your Subscription at any time through your Account settings. Cancellation will take effect at the end of the current billing period, and you will retain access to the Services until that time. No refunds or credits will be issued for partial periods or unused Services, unless required by applicable law.

Changes to Subscription Plans

We reserve the right to modify our Subscription plans, pricing, or features at any time. Any changes will be communicated in advance and will take effect at the start of your next billing cycle. Continued use of the Services after changes become effective constitutes your acceptance of the new terms.

Failed Payments

If your payment method is declined or otherwise fails, we may suspend or terminate your access to the Services until the outstanding payment is received.

7. THERAPY SERVICES

Users

The Platform offers access to virtual therapy services, educational services, and telehealth appointment features provided by licensed professionals and designed to support children with developmental and learning disabilities (“**Therapy Services**”). Therapy Services may include virtual speech therapy, occupational therapy, behavioral consultations, educational support, and other developmental interventions, all delivered exclusively through remote telecommunications technologies (e.g., video conferencing, chat, and secure messaging). **For users under the age of eighteen (18) years old (or the “age of majority” in their applicable jurisdiction, if older), a parent or legal guardian must provide consent before any Therapy Services can be accessed.**

By using Therapy Services, you acknowledge and agree to receive services via telecommunication technologies, including but not limited to video conferencing. You understand that telehealth may involve the electronic transmission of personal health information and that there are potential risks, such as interruptions, unauthorized access, and technical difficulties. You agree to provide accurate, complete, and up-to-date information during the intake and therapy process, and to participate actively and responsibly in sessions. Missed or late appointments may be subject to cancellation policies outlined separately or by individual providers.

Therapy Services delivered through the Platform are not a substitute for traditional in-person clinical evaluations or therapies where such care is determined to be more appropriate. Company does not guarantee improvement or specific outcomes. The effectiveness of Therapy Services may vary based on individual needs, engagement, and other factors beyond our control. **Company does not provide Therapy Services and Company is not responsible for verifying Specialist licensure. All Therapy Services are rendered by independent Specialists who are solely responsible for compliance with applicable laws and regulations.**

All therapy-related information and communications are handled in accordance with our Privacy Policy, and in compliance with applicable data privacy regulations, such as the Health Insurance Portability and Accountability Act (HIPAA) where applicable. Please review our Privacy Policy for more information on how such information is collected, processed, and stored.

Specialists

IF YOU ACCESS AND USE THE PLATFORM AS A SPECIALIST, OR OTHERWISE RENDER THERAPY SERVICES AS A SPECIALIST, VIA THE PLATFORM, THEN THE FOLLOWING TERMS APPLY TO YOU.

Each Specialist is solely responsible for the nature, quality, and legality of the Therapy Services provided to users through the Platform, and for complying with all laws, regulations, and professional obligations governing their practice.

Each Specialist represents and warrants that they:

- hold all licenses, certifications, registrations, and authorizations required by law to provide Therapy Services in each jurisdiction in which they practice, and will maintain them in good standing throughout their provision of any Therapy Services;
- will perform Therapy Services in accordance with all applicable federal, state, and local laws and regulations, as well as the ethical and professional standards of their field;
- have not been subject to any disciplinary action, suspension, or revocation of licensure by any professional board or authority; and
- maintain adequate professional liability (malpractice) insurance coverage consistent with industry standards.

In connection with providing Therapy Services via the Platform, Specialist acknowledges that they may receive or create information protected under the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”) or other applicable privacy laws. Specialist represents and warrants that they are independently responsible for complying with HIPAA and any other applicable U.S. federal or state privacy and data protection requirements. This includes implementing and maintaining appropriate administrative, physical, and technical safeguards to protect Protected Health Information (“**PHI**”) against unauthorized access, use, or disclosure, and promptly reporting to Company any unauthorized access or disclosure of PHI that arises in connection with their use of the Platform.

Company does not supervise, control, or direct Specialist’s professional judgment, clinical decisions, or treatment recommendations. Specialist retains full discretion over the manner and means by which Therapy Services are rendered and is solely responsible for any diagnosis, advice, or treatment provided to users.

Specialists may set prices for Therapy Sessions at their sole, good faith, reasonable discretion. All payments from users for Therapy Services are processed by the Payment Processor and are made directly from the applicable user to Specialist. Each payment for Therapy Services is subject to a five percent (5%) administrative fee payable to Company, which is automatically deposited by the Payment Processor into Company’s designated Payment Processor account at the time of the transaction. The Payment Processor’s standard processing fees (currently 2.99% of the transaction amount plus \$0.30 per transaction) apply to all payments and are deducted by the Payment Processor at the time of payment, proportionally allocated between Company’s and Specialist’s respective portions. The administrative fee compensates Company for providing access to the Platform, administrative support, and related operational services, and is non-refundable.

8. JOB APPLICATION FEATURES

Users may have access to features that enable them to search for job opportunities, submit applications, and engage with potential employers (“**Job Application Features**”) via the Platform. By using Job Application Features, you agree that you are solely responsible for the accuracy, completeness, and truthfulness of any information, including resumes, cover letters, and other application materials that you submit through the Platform. Submitting false or misleading information may result in suspension or termination of your Account.

Company does not guarantee that the use of Job Application Features will result in job placement or interview opportunities. We are not responsible for any employment decisions made by employers who post or respond to job applications through the Platform. Job postings and employer communications may be provided by third parties and may not be reviewed and/or endorsed by us. We make no representations or warranties regarding the legitimacy, accuracy, or suitability of any job listing or employer interaction.

By submitting a job application or engaging with a job posting via the Job Application Features, you consent to being contacted by employers via the contact information you provide, including, without limitation, via the Platform. By submitting application materials through the Platform, you grant us a non-exclusive, royalty-free license to store, transmit, and process your information solely for the purposes of delivering Job Application Features and improving related services in accordance with our Privacy Policy.

You agree not to misuse the Job Application Features for any unlawful or fraudulent purpose, including but not limited to submitting fake job applications, impersonating others, or scraping job data from the Platform.

9. COMMUNICATIONS FROM COMPANY.

By registering or creating an Account, you may be automatically subscribed to receive certain email notifications from us (collectively, “**Automatic Communications**”), or we may give you the option to select and receive certain email notifications from us (collectively, “**Voluntary Communications**”). You will always have the option to unsubscribe from Voluntary Communications and promotional Automatic Communications. For details, see the section of the Privacy Policy entitled “Email Notifications and Opt Out.”

10. OWNERSHIP OF CONTENT; USER CONTENT.

The Platform and, except as described below, all Content is either the property of Company, our Partners, or our other users and is protected by Applicable Law. To avoid any doubt, when we use “**Content**,” it includes, but is not limited to, such things as software, code, design; images, photographs, video and audio-visual material, and graphic material; and other proprietary information, data, and databases; Trademarks (as defined below), and the selection, sequence, “look and feel” and arrangement of items and all copyrightable or otherwise legally protectable elements of the Platform. All Trademarks remain owned by, and used by us under license from, their respective owners.

To the extent the Platform contains interactive areas where users can submit or upload their own content, materials, information, text, Services reviews, data, copyrights, Trademarks, designs, images, photos, music, screenshots, videos, and other intellectual property (collectively, “**User Content**”), you retain ownership to any and all of your own User Content and these Terms of Use do not deprive you or any holder of your or their rights therein and thereto.

When you do submit or provide User Content, such as a Posting (as defined below), you are giving us an unconditional, non-exclusive, royalty-free, transferable, sublicensable (through multiple tiers), worldwide, perpetual, and irrevocable right and license to use, display, reproduce, perform, adapt, translate, modify, publish, distribute, disseminate, and/or broadcast that User Content and create derivative works based thereupon, and you are representing and warranting to us you have all necessary rights, consents, and/or permissions to grant us such license. If you do not have the right (or if you are not certain whether you have the right) to license your User Content to us in accordance with the foregoing terms, do not submit or provide User Content to us. We make no representations that your User Content will remain available via the Platform in any way. We may remove your User Content at our sole discretion. **YOU UNDERSTAND THAT ANY USER CONTENT THAT YOU POST FOR VIEWING ON THE PLATFORM IS MADE**

PUBLICLY AVAILABLE TO USERS OF THE PLATFORM, AND WE DO NOT GUARANTEE ANY CONFIDENTIALITY WITH RESPECT TO ANY SUCH USER CONTENT, NOR DOES IT GUARANTEE THAT YOUR INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS IN OR TO SUCH USER CONTENT WILL NOT BE INFRINGED OR MISAPPROPRIATED.

You may only use our Content and third-party User Content for your own personal use and you have no right to transfer, assign, or use any of the foregoing for any other purpose or allow or enable any other person, company, or entity to do so. Personal use excludes all commercial or charitable functions, whether or not money or other consideration is involved, whether or not it is for your benefit or for someone else. You may not use, display, reproduce, perform, adapt, translate, modify, publish, distribute, disseminate and/or broadcast, or create derivative works based upon, Content or User Content that is not yours without our express prior written consent. You may not alter, delete, or conceal copyright or other notices, even if we let you download, display, print, or share the Content or User Content with others. Unauthorized or prohibited use of Content or User Content may subject you to civil liability, criminal prosecution, or both under Applicable Law. Notwithstanding the foregoing, please also see section of the Privacy Policy entitled "Your Rights" for a description of how you may protect your Personal Information.

11. POSTING.

As stated above, the Platform may enable you to submit, provide, furnish, transmit, exchange, communicate, and/or display User Content (collectively, "**Postings**"). By Posting, you represent that you own or have the right to engage in the Posting and you specifically agree your Posting shall not violate Applicable Law, these Terms of Use, or the rights of others. In addition, You are solely responsible and liable for any Postings made under your user ID, name, email address, password, and/or your Account or Account Information. We reserve the right to remove, reject, or delete any User Content or Postings made to the Platform, but we assume no responsibility for doing so or monitoring Postings. We do not and cannot review all Postings made to the Platform and are not responsible for such Postings, regardless of whether at any time we choose in our sole discretion, to monitor or remove User Content or Postings on the Platform. Postings do not reflect our views and we do not represent or warrant the truthfulness, accuracy, or reliability of any Postings, nor do we endorse or support any opinions or ideas expressed in any Posting. If you determine or suspect the security of your Account Information or other user identification, login, and password associated with your Account have been compromised, please notify us immediately at info@junto101.org.

12. PROCEDURES FOR CLAIMED COPYRIGHT INFRINGEMENT.

Digital Millennium Copyright Act

Company respects the intellectual property rights of others and asks that you do the same. If you believe that your User Content or other copyrightable works or materials have been copied in a way that constitutes copyright infringement, in accordance with the U.S. Digital Millennium Copyright Act (as may be amended from time to time, the "**DMCA**"), you should provide the following information to Company's registered agent, whose contact information is below: (i) an electronic or physical signature of the person authorized to act on behalf of the copyright owner; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of where the material (i.e., third-party User Content) you claim is infringing is located on the Platform; (iv) your address, telephone number, and email address; (v) a statement that you have a good faith belief that the disputed use is not authorized by you (i.e., the copyright owner), your agent, or applicable law; and (vi) a statement made by you, under the penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or duly authorized to act on the copyright owner's behalf. Company's designated agent for receiving notices of claimed copyright infringement under the DMCA may be contacted as follows:

Junto 101 LLC
Attn: DMCA Registered Agent
100 Jericho Quadrangle, Suite 339
Jericho, New York, 11753
United States of America
hedy@junto101.org

Failure to include all the above information, especially specific information about where infringing content may be found, will result in a delay in the processing of your DMCA notification of claimed infringement and may result in you having to repeat some or all the above processes. If Company receives notice of claimed copyright infringement in a manner that complies with the above requirements and the DMCA, Company will respond expeditiously by removing, or disabling access to, the User Content that is claimed to be infringing, as described below, or to be the subject of infringing activity. Company will also comply with the appropriate provisions of the DMCA in the event a counter-notification is received, as described below. Company may, at Company's discretion, deny access to the Platform by users who may have infringed the copyright(s) of others.

Counter-Notification

If your User Content was removed for copyright infringement pursuant to a notice of claimed infringement under the DMCA and you would like to dispute the removal, you may, pursuant to Section 512(g) of the DMCA, file a counter-notification by providing Company's designated agent, at the email address set forth above, with a written communication that sets forth the items specified below. Please note that, under Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability. Please also be advised that Company enforces a policy that provides for the termination, in appropriate circumstances, of users who are infringers. Accordingly, if you are not sure whether certain User Content infringes your copyright or the copyrights of others, Company suggests that you first contact an attorney. To expedite Company's ability to process your counter-notification, Company asks that you please do the following: (i) identify the specific URLs of (or other information sufficient to allow Company to identify) the User Content that Company has removed or to which Company has disabled access; (ii) provide your full name, address, telephone number, and email address; (iii) provide a statement that you consent to the jurisdiction of the United States District Court for the judicial district in which your address is located, or if your address is located outside of the United States, for any judicial district in which Company may be found, and that you will accept service of process from the person who provided notification to Company's agent in accordance with the process outlined above or an agent of such person; (iv) include the following statement: "I swear, under penalty of perjury, that I have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled;" and (v) sign the notice. If you are providing notice by email, a scanned physical signature or a valid electronic signature will be accepted. Send the communication to the following address:

Junto 101 LLC
Attn: DMCA Registered Agent
100 Jericho Quadrangle, Suite 339
Jericho, New York
United States of America
hedy@junto101.org

After Company receives your counter-notification, Company will forward it to the party who submitted the original notice of claimed copyright infringement. Please note that, when Company forwards the counter-

notification, it includes any of your personally identifiable information set forth in the counter-notification. By submitting a counter-notification, you consent to having such personally identifiable information revealed in this way. Company will not forward the counter-notification to any party other than the original claimant. After Company sends out the counter-notification, the claimant must then notify Company within ten (10) days that they filed an action seeking a court order to restrain you from engaging in infringing activity relating to your User Content. If Company receives such notification, Company will be unable to restore the items. If Company does not receive such notification, Company may, but is not obligated to, reinstate the disputed item(s).

If you reside outside of the United States, please understand that filing a counter-notice may lead to legal proceedings between you and the complaining party to determine ownership of the copyrighted material that is subject to the notice of claimed infringement. Be aware that there may be adverse legal consequences in your country and/or the United States if you make a false or bad faith allegation by using this process. Please also be advised that Company enforces a policy that provides for the termination in appropriate circumstances of access privileges for users who are infringers. If you are not sure whether User Content posted by you is being infringed, or if you are otherwise unsure of whether to file a counter-notification using these procedures, Company strongly recommends that you first contact a lawyer knowledgeable in the copyright laws of the United States. If you do wish to file a counter-notice, then you should follow the process for counter-notifications set forth above. **COMPANY IS NOT YOUR ATTORNEY, AND THE INFORMATION COMPANY PRESENTS HERE IS NOT LEGAL ADVICE. COMPANY PRESENTS THIS INFORMATION FOR INFORMATIONAL PURPOSES ONLY. YOU SHOULD CONSULT WITH YOUR OWN ATTORNEYS REGARDING ANY DMCA ACTIONS.**

13. USAGE RULES.

We reserve the right to deny you access to any and all parts of the Platform for any reason and at our sole discretion. We do not assume any responsibility to monitor Postings for accuracy or unacceptable use, nor will any Posting be authenticated or endorsed by us. We encourage you to report offensive or illegal content by contacting us at info@juntol101.org and we reserve the right to block transmission of, and or remove any Posting that you make for any reason, and without prior notice to you. Without limiting the generality of the foregoing, you expressly acknowledge and agree any Postings that you make to the Platform is not confidential and that the following rules shall apply to your use of the Platform.

You may never use, allow or enable or knowingly condone any other person, company, or other entity to use, the Platform to do or attempt to any of the following, for any reason:

- violate any applicable law, including, without limitation, under U.S. federal, state, local, and foreign laws, regulations, rules, judicial or governmental orders or requests, legal process, and treaties (as may be amended from time to time, collectively, “**Applicable Law**”), or our rights or the rights of any other person, company, or other entity;
- engage in conduct that is libelous, slanderous, defamatory, indecent, vulgar, obscene, pornographic, sexually explicit or sexually suggestive, racially, culturally or ethnically offensive, harmful, bullying, harassing, intimidating, threatening, hateful, objectionable, discriminatory, or abusive;
- transmit, post, or submit through the Platform any false, misleading, or spam reviews;
- impersonate any other person, company, or other entity or any of our or their employees and agents or otherwise use any fake, false, or fictitious names or profiles;

- use the Platform for Posting or otherwise using malicious or unauthorized code (e.g., viruses, time bombs, cancel bots, worms, Trojan horses, spyware) or other potentially harmful material or information or in any way interrupt, damage, interfere with, destroy, or limit the functionality of any computer software or hardware or communication equipment, including the Platform;
- gain unauthorized use of the Platform, other users' Accounts or Account Information, names, login or password information, or Personal Information or use the Platform in any manner which violates or is inconsistent with the provisions or spirit of these Terms of Use;
- modify, disrupt, impair, alter, or interfere with the use, features, functions, operation, or maintenance of the Platform or the rights or use and enjoyment of the Platform by any other person, company, or other entity;
- access, copy, reproduce, use, or create derivative works of any Content or textual information pertaining thereto or images or photos thereof, Trademarks, User Content, Postings, or any other content, materials, information, text, copyrightable materials or other original works of authorship, images, pictures, photos, designs, artwork, graphics, stills, musical compositions, sound recordings, audio content or files, videos or video files, audiovisual content or files, software, firmware, code, tools, databases, textual links, keywords, data or metadata, chats, or other intellectual property of any kind or nature uploaded to, or contained in, the Platform, or for purposes of training, any machine learning or artificial intelligence (AI) or similar technologies now known or hereafter devised, including, without limitation, technologies that are capable of generating works in the same style or genre as any of the foregoing (i.e., "generative AI"), whether for personal use, commercial use, or otherwise;
- collect, obtain, compile, scrape, frame, gather, transmit, reproduce, delete, revise, view, or display the Platform, the Content, or any material or information, whether personally identifiable or not, submitted, provided, or made available by or concerning any other person, company, or other entity;
- engage in any activity or fail to report any activity involving spam, junk email, chain letters, duplicative or unsolicited messages, or so-called "spamming" and "phishing" or other similar schemes; or
- use any robot, spider, or other automated means to access, scrape, harvest, or mine the Platform, the Content, or the Platforms made available through the Platform.

Engaging in or permitting any of the foregoing restricted activities constitutes a material breach of these Terms of Use and may constitute a violation of Applicable Law.

14. TRADEMARKS.

Unless otherwise disclosed, all the trademarks, service marks, brand names, logos, insignia, symbols, product or service names, and company names (collectively, "**Trademarks**") displayed on the Platform are registered and unregistered trademarks of Company or one or more of our Partners. Nothing on the Platform should be construed as granting, by implication, estoppel, or otherwise, any license or right in or to the Trademarks without the express written permission of, with respect to our Trademarks, Company or, with

respect to other Trademarks, the applicable third-party owner or licensor thereof. Except as expressly provided in these Terms of Use, any use of the Trademarks is expressly prohibited.

15. FEEDBACK.

You agree that, with respect to any feedback or suggestions provided by you to Company or our Partners, (collectively, “**Feedback**”), YOU HEREBY GRANT TO COMPANY THE EXCLUSIVE PERPETUAL, IRREVOCABLE, AND WORLDWIDE RIGHT TO USE, COPY, DISPLAY, PERFORM, TRANSLATE, MODIFY, LICENSE, SUBLICENSE, AND OTHERWISE EXPLOIT ALL OR PART OF THE FEEDBACK OR ANY DERIVATIVE THEREOF IN ANY EMBODIMENT, MANNER, OR MEDIA NOW KNOWN OR HEREFTER DEvised, WITHOUT ANY REMUNERATION, COMPENSATION, OR CREDIT TO YOU. You represent and warrant that you have the right to make the foregoing grant to Company and that none of the Feedback infringes any intellectual property or any other rights of third parties or Applicable Law. Notwithstanding the foregoing, we grant to you a conditional, non-exclusive, royalty-free, non-transferable, non-sublicensable, worldwide, perpetual, and revocable right and license to use the Feedback for your own personal, non-commercial purposes that do not compete, directly or indirectly, with our use of such Feedback.

16. TERMINATION.

You agree that Company may terminate your access to the Platform or Account or Subscription you may have, or any portion thereof, at any time, for any reason or no reason, without prior notice to you, and you agree that we shall not be liable to you or any third party for any such termination. Company reserves the right to modify, suspend, or discontinue the Platform and/or access to it at any time, for any reason or no reason, without prior notice to you, and Company will not be liable to you should we exercise such rights, even if your use of the Platform is impacted by the change. These remedies are in addition to any other remedies we may have at law, in equity, or under these Terms of Use or any of the Additional Terms, all of which shall be cumulative.

17. INDEMNIFICATION.

By using the Platform, you agree to indemnify, defend, and hold harmless Company and each of its Partners and each of their respective officers, directors, stockholders, managers, members, partners, joint venturers, employees, independent contractors, operational service providers, consultants, licensors, licensees, attorneys, representatives, agents, heirs, successors and assigns (collectively, the “**Indemnitees**”) from and against from and against any and all losses, damages, liabilities, penalties, fines, costs, and expenses, including, without limitation, attorneys’ fees and court costs, arising from or relating to any claim, action, cause of action, demand, or allegation of any and every kind, nature, and character, whether based in whole or in part in contract, tort, negligence, statute or otherwise (each, a “**Claim**”), brought or asserted by a third party to the extent arising from (i) your breach or violation, or allegation which if true would constitute a breach or violation, of any representation, warranty, or obligation of these Terms of Use or any of the other Additional Terms; (ii) your use or misuse of the Platform, Content, User Content, or your dealings with third parties, including, without limitation, other Users arising from your use of the Platform; (iii) any violations, or allegation which if true would constitute a violation, of Applicable Law; and (iv) any unauthorized use, or allegation which if true would constitute an unauthorized use, of your Account. We have the right, at any time, to assume the defense against any Claim and all negotiations for settlement and compromise and you agree to cooperate with us in any such defense.

18. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY; BASIS OF THE BARGAIN.

ALTHOUGH WE MAY UPDATE THE CONTENT ON THE PLATFORM FROM TIME TO TIME, PLEASE NOTE THAT SOME OF THE INFORMATION MAY BE OUT OF DATE AND/OR MAY CONTAIN ERRORS OR INACCURACIES. YOU RELY ON THE INFORMATION CONTAINED ON THE PLATFORM AT YOUR OWN RISK, INCLUDING, WITHOUT LIMITATION. THE PLATFORM, THE CONTENT, AND THE SERVICES, INCLUDING, WITHOUT LIMITATION, THERAPY SERVICES AND JOB APPLICATION FEATURES, ARE MADE AVAILABLE "AS IS" AND "AS AVAILABLE," WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, RELIABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO GUARANTY OR ASSURANCE THAT ALL OR ANY PART OF THE PLATFORM WILL BE AVAILABLE FOR USE, PERFORM AS DESCRIBED, OR THAT THE PLATFORM AND THE CONTENT ARE ACCURATE, TIMELY, COMPLETE, OR ERROR-FREE AND YOU SHOULD NOT RELY ON THE PLATFORM OR ANY CONTENT FOR ANY DECISIONS OR ACTIONS YOU MAY OR MAY NOT CHOOSE TO MAKE OR TAKE. WE DO NOT GUARANTEE THE ACCURACY, COMPLETENESS, EFFECTIVENESS, OR RESULTS OF ANY THERAPY ADVICE, COUNSELING, JOB LISTINGS, OR EMPLOYMENT OPPORTUNITIES AVAILABLE THROUGH THE PLATFORM. YOU ACKNOWLEDGE THAT THERAPY SERVICES OFFERED VIA THE PLATFORM DO NOT REPLACE PROFESSIONAL MEDICAL, PSYCHOLOGICAL, OR SPECIALIZED DISABILITY CARE, AND RESULTS MAY VARY, AND JOB APPLICATION FEATURES DO NOT GUARANTEE EMPLOYMENT, JOB PLACEMENT, OR JOB SUITABILITY.

NEITHER COMPANY NOR ANY OF OUR PARTNERS OR OTHER INDEMNITEES ARE RESPONSIBLE NOR LIABLE FOR ANY DAMAGE TO YOU OR YOUR PROPERTY, LOSS OF DATA, OR INABILITY TO ACCESS OR USE THE PLATFORM OR THE CONTENT, EVEN IF DUE TO MALICIOUS OR UNAUTHORIZED CODE. YOU ARE SOLELY RESPONSIBLE FOR ENSURING YOU HAVE APPROPRIATE MECHANISMS TO PROTECT AND SECURE YOUR EQUIPMENT, PROGRAMS, AND INFORMATION BECAUSE YOU ARE ASSUMING ALL RISK OF LOSS OR DAMAGE THAT MAY ARISE OR BE ASSOCIATED WITH USE OF THE PLATFORM.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM, FOR OURSELVES AND ON BEHALF OF OUR PARTNERS AND OTHER INDEMNITEES, ALL LIABILITY FOR LOSS, DAMAGE, COST, AND/OR EXPENSE OF ANY KIND IN CONNECTION WITH OR ARISING FROM USE OF THE PLATFORM, OR FROM THESE TERMS OF USE, INCLUDING, WITHOUT LIMITATION, DIRECT, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES, REGARDLESS OF THE FORM OF ACTION OR BASIS OF THE CLAIM AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OF CERTAIN WARRANTIES OR LIMITATIONS ON CERTAIN DAMAGES SO SOME OF THESE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU UNDER APPLICABLE LAW. IF ANY LIMITATION OR EXCLUSION OF DAMAGES OR LIABILITY IS PROHIBITED OR RESTRICTED BY APPLICABLE LAW, COMPANY AND OUR PARTNERS AND OTHER INDEMNITEES SHALL BE ENTITLED TO THE MAXIMUM LIMITATIONS AND EXCLUSIONS PERMITTED; PROVIDED, HOWEVER, IN NO EVENT SHALL COMPANY AND OUR PARTNERS OR OTHER INDEMNITEES' TOTAL AND COLLECTIVE LIABILITY TO YOU EXCEED FIFTY U.S. DOLLARS (\$50.00).

YOU ACKNOWLEDGE AND AGREE THAT COMPANY HAS OFFERED ITS SERVICE AND ENTERED INTO THESE TERMS OF USE IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND COMPANY, AND THAT

THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND COMPANY. YOU ACKNOWLEDGE AND AGREE THAT COMPANY WOULD NOT BE ABLE TO PROVIDE THE PLATFORM TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

19. THIRD-PARTY LINKS.

The Platform may contain links to or advertisements for websites operated by third parties and, therefore, not owned or controlled by Company. The links to and advertisements concerning third-party websites, material, products, or services are provided for your convenience only. We are not responsible for the content, performance, or privacy practices of these third-party websites or for your interactions with them, and you visit them at your own risk. Our inclusion of links to or advertisements for such third-party websites does not imply any endorsement of the material, products, or services provided by such third-party websites or any association with such third-party websites or their owners or operators whatsoever.

20. GEOGRAPHIC DISCLAIMER.

We make no representations that the Platform is appropriate or available for use in locations outside of the United States. Access to the Platform and the Content may not be legal for some persons or in some countries outside the United States. If you elect to access and use the Platform and Content from outside of the United States, you do so at your own risk and are solely responsible for complying with all Applicable Law.

21. CHOICE OF LAW.

These Terms of Use shall be construed and enforced under the laws of the State of New York applicable to parties residing in and contracts made, executed, and wholly performed within the State of New York. The Uniform Computer Information Transactions Act does not apply to these Terms of Use. With respect to the resolution of any dispute or controversy arising out of these Terms of Use or your use of the Platform, you specifically agree and submit to the exclusive jurisdiction of the Federal and State courts situated in the County of New York in the State of New York, and you will not object to jurisdiction or venue on the grounds of lack of personal jurisdiction, inconvenient forum, or otherwise, and YOU HEREBY WAIVE ANY RIGHT YOU MAY NOW HAVE OR HEREAFTER POSSESS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING COMMENCED WITH RESPECT THERETO.

22. WAIVERS OF CERTAIN LEGAL RIGHTS.

You agree that you will only sue Company and our Partners or other Indemnitees as an individual, and that you will not file a class action or participate in a class action against any one or more of such parties.

No claim or action relating in any way to this Terms of Use, the Privacy Policy, Additional Terms, the Platform, the Content, or otherwise with respect to the subject matter hereof, regardless of form or the basis of the claim, may be brought by you more than one (1) year after the cause of action has arisen (or if multiple causes, from the date the first such cause of action arose). Otherwise, such cause of action is permanently barred.

23. RIGHT TO NOTIFY TO LAW ENFORCEMENT.

If, for any reason, we believe, have reason to believe, suspect, or are notified of any act, omission, or circumstances which may or could compromise or endanger the health, wellbeing, or safety of any person,

cause or lead to damage to persons or property (tangible or intangible), adversely affects, infringes upon, or misappropriates the rights of others, harasses or interferes with any other user or person, company, or other entity, interferes with or bypasses our security or other protective measures applicable to our systems, networks, and communications capabilities, breaches or violates these Terms of Use, the Privacy Policy, Additional Terms, the Platform, the Content, or any Applicable Law, we have the right, reserving cumulatively all other rights and remedies available to us at law, in equity, or under these Terms of Use or any of the Additional Terms, to report and provide information to any and all regulatory and law enforcement authorities and agencies and take any action permitted by Applicable Law.

24. ENTIRE AGREEMENT.

These Terms of Use, together with the Privacy Policy and any Additional Terms that apply to you, constitute the entire agreement you have with us regarding the Platform, the Content, and other subject matter set forth herein and supersede any and all prior or inconsistent understandings that may apply to the subject matter.

25. SEVERABILITY.

The illegality, invalidity, or unenforceability of any term or condition contained in these Terms of Use is severable and shall not affect the rest of these Terms of Use. Headings are purely for reference and shall not affect the meaning of any term or condition. Any provision which must survive to allow us to enforce its meaning shall survive termination.

26. ASSIGNMENT.

We may assign, delegate, subcontract, or transfer our rights, obligations, and/or duties under these Terms of Use or any of the Additional Terms to any party at any time without notice to you. You may not assign, delegate, subcontract, or transfer any of your rights, obligations, or duties under these Terms of Use or any of the Additional Terms to anyone else.

27. WAIVER.

Any provision of these Terms of Use may be waived only by a written instrument executed by the party entitled to the benefit of such provision. The failure of Company to exercise or enforce any right or provision of these Terms of Use or any of the Additional Terms will not constitute a waiver of such right or provision.

28. NOTICES.

We may deliver notice to you under these Terms of Use or any of the Additional Terms by means of email, a general notice on the Platform, or written communication delivered by First-Class U.S. Mail to your address on record in your Account, if any. You may give notice to us at any time by letter delivered by First-Class U.S. Mail or overnight courier, return receipt requested, postage prepaid, to the following address:

Junto101 LLC
Attn: Legal
100 Jericho Quadrangle, Suite 339
Jericho, New York
United States of America

29. NOTICE FOR CALIFORNIA RESIDENTS.

Under California Civil Code Section 1789.3, users of the Platform from California are entitled to receive information on how to resolve a complaint regarding the Platform or to receive further information regarding use of the Platform. Such complaints or requests may be submitted to Company by email at info@junto101.org.

30. CONTACT US.

If you have any questions about these Terms of Use, please contact Company by email at info@junto101.org, or by mail to 100 Jericho Quadrangle, Suite 339, Jericho, New York, 11753, United States of America.

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