

STUPIDFISH TERMS OF SERVICE

Effective Date: January 1, 2026

Last Updated: January 14, 2026

These Terms of Service (these “Terms”) constitute a legally binding agreement between you (“you” or “User”) and StupidFish, LLC (“StupidFish,” “Company,” “we,” “us,” or “our”). These Terms govern your access to and use of our website(s), application(s), and other online services that link to these Terms (collectively, the “Platform”), and any services, tools, features, content, and functionality provided through the Platform (the “Services”).

BY ACCESSING OR USING THE PLATFORM, YOU ACKNOWLEDGE AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, DO NOT USE THE PLATFORM.

1. ELIGIBILITY

You must be at least **18 years of age** to access or use the Platform. If you are under the age of majority where you reside, you represent that you have obtained permission from a parent or legal guardian to use the Platform and that they agree to be bound by these Terms on your behalf.

You represent and warrant that you have the right, authority, and capacity to enter into these Terms and to comply with them.

2. CHANGES TO THESE TERMS; PLATFORM MODIFICATIONS

We reserve the right, in our sole discretion, to modify these Terms at any time. Unless otherwise required by applicable law, changes become effective upon posting. Your continued use of the Platform after the effective date of any changes constitutes your acceptance of the revised Terms.

We may modify, suspend, or discontinue the Platform or any portion of the Services at any time, with or without notice.

3. ACCOUNT REGISTRATION; ACCOUNT SECURITY

Certain features may require you to create an account. You agree to provide accurate and complete information and to keep your account information current.

You are responsible for maintaining the confidentiality of your credentials and for all activity occurring under your account. You agree to notify us immediately of any unauthorized access to or use of your account.

We may suspend or terminate your account if we believe, in our sole discretion, that you have violated these Terms or that your account poses a security risk.

4. DESCRIPTION OF SERVICES; NO GUARANTEE OF OUTCOMES

StupidFish provides tools intended to support career discovery and professional self-presentation, including enabling Users to create a profile, explore roles, and access job-related information.

No employment guarantees. You acknowledge and agree that StupidFish does not guarantee interviews, job offers, hiring outcomes, compensation levels, or any specific result.

Not an employment agency. StupidFish is not an employer, recruiter, headhunter, or staffing agency, and does not act as your agent or representative.

Informational purposes. Any content or outputs provided via the Platform are for informational purposes only and should not be construed as legal, financial, medical, or other professional advice.

5. FREE ACCESS; USAGE LIMITS; FAIR USE

The Platform may be offered in whole or in part at no charge, subject to **feature limitations and/or usage limits** (including, without limitation, limits on certain searches, recommendations, views, exports, or other feature usage) (collectively, “**Usage Limits**”).

- **Notice of limits.** Usage Limits and the scope of free access may be described on the Platform, in product flows, or in supplemental terms presented at the time of use.

- **Changes to limits.** We reserve the right to impose, modify, or remove Usage Limits at any time in our sole discretion, subject to applicable law.
 - **Circumvention prohibited.** You agree not to bypass or attempt to bypass Usage Limits, including by creating multiple accounts, using automated tools, or otherwise evading technical restrictions. We may restrict access, suspend, or terminate accounts we reasonably believe are circumventing Usage Limits.
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6. PUBLIC PROFILES (DIGITAL RESUMES)

The Platform may allow you to create a profile and elect to make it publicly accessible (a “**Public Profile**”).

If you enable a Public Profile, you acknowledge and agree that:

1. information you choose to include may be accessible to the public and may be viewed, copied, shared, or re-posted by others;
2. Public Profiles may be indexed by search engines and appear in third-party search results, depending on your settings and third-party practices; and
3. even if you later change settings or remove content, copies may remain accessible for a period of time via cached, archived, or third-party pages outside of our control.

You are solely responsible for: (a) the content you include in a Public Profile; and (b) maintaining appropriate visibility settings.

7. JOB OPPORTUNITIES; NO IN-APP APPLICATIONS

The Platform may display job opportunities, job-related information, or links to third-party job postings.

STUPIDFISH DOES NOT ENABLE JOB APPLICATION SUBMISSION WITHIN THE PLATFORM. If you choose to pursue a job opportunity, you may be redirected to a third-party site (e.g., an employer website or applicant tracking system). Any information you provide to third parties is governed solely by the third party’s terms and privacy practices. We do not control and are not responsible for third-party sites.

8. USER CONTENT

“**User Content**” means any information, text, data, links, images, or other materials you upload, post, submit, publish, transmit, or otherwise make available through the Platform, including profile content.

8.1 Ownership

As between you and StupidFish, you retain all rights in your User Content, except for the license you grant below.

8.2 License to StupidFish

You grant StupidFish a non-exclusive, worldwide, royalty-free, sublicensable, and transferable license to host, store, reproduce, modify (for formatting/technical purposes), display, perform, distribute, and otherwise use your User Content as reasonably necessary to operate, provide, maintain, improve, and secure the Platform and Services, including displaying your User Content consistent with your privacy settings (including making it publicly accessible if you enable a Public Profile).

8.3 Your Representations and Warranties

You represent and warrant that:

- you own or have all necessary rights to submit your User Content and grant the license above;
- your User Content is not false, misleading, or deceptive;
- your User Content does not violate any law or infringe any third-party right (including intellectual property, privacy, or publicity rights);
- you will not upload confidential information you are not authorized to disclose.

We reserve the right (but have no obligation) to remove, restrict, or disable access to any User Content at any time.

9. ACCEPTABLE USE; PROHIBITED CONDUCT

You agree not to, and not to assist any person to:

- violate any applicable law, regulation, or court order;
- impersonate any person or misrepresent your affiliation with any person or entity;
- post or transmit unlawful, harmful, harassing, defamatory, obscene, or discriminatory content;
- upload or transmit malware or other harmful code;
- attempt to gain unauthorized access to the Platform or related systems;
- interfere with or disrupt the Platform (including by scraping, crawling, or harvesting data without our express written consent);
- reverse engineer, decompile, or attempt to derive source code, except where prohibited by law;
- bypass or attempt to bypass access controls or Usage Limits.

We may investigate and take appropriate action for violations, including account suspension or termination.

10. FEES; PAID FEATURES; BILLING (IF AND WHEN APPLICABLE)

StupidFish may offer certain features or Services for a fee now or in the future (“**Paid Services**”). We will disclose applicable pricing, billing terms, and any renewal terms at the point of purchase or within supplemental terms.

If you purchase Paid Services, you agree to pay all fees and applicable taxes and authorize us (or our third-party payment processor) to charge your payment method.

No refunds unless stated. Except where required by law or expressly stated in a refund policy provided at purchase, fees are non-refundable.

We reserve the right to change fees and pricing for the Paid Services, subject to applicable law.

11. THIRD-PARTY SERVICES; FUTURE MARKETPLACE FEATURES

The Platform may reference, integrate with, or link to third-party services. Your use of third-party services is subject to the third party's terms and policies.

Coach/consultant marketplace not available at launch. You acknowledge that StupidFish may, in the future, introduce optional features enabling Users to connect with third-party providers (e.g., coaches/consultants). If and when such features are offered, they may be subject to additional terms, policies, and disclosures presented at that time. StupidFish does not endorse or guarantee third-party providers or their services.

12. INTELLECTUAL PROPERTY; LICENSE

The Platform and Services, including all content and materials provided by StupidFish (excluding User Content), are owned by StupidFish or its licensors and protected by intellectual property laws.

Subject to your compliance with these Terms, StupidFish grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Platform for your personal, non-commercial use.

You may not use StupidFish trademarks, logos, or branding without our prior written permission.

13. PRIVACY

Our collection and processing of Personal Information is described in our **Privacy Policy**, which is incorporated by reference.

14. TERMINATION

We may suspend or terminate your access to the Platform at any time, with or without notice, for any reason, including if we believe you violated these Terms.

You may stop using the Platform at any time. Deleting your account may be available through the Platform or by contacting us.

Sections that by their nature should survive termination will survive, including Sections relating to intellectual property, disclaimers, limitation of liability, indemnification, and dispute resolution.

15. DISCLAIMERS

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PLATFORM AND SERVICES ARE PROVIDED “**AS IS**” AND “**AS AVAILABLE**” WITHOUT WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

STUPIDFISH DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT OR INFORMATION AVAILABLE THROUGH THE PLATFORM IS ACCURATE, COMPLETE, RELIABLE, OR CURRENT.

16. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL STUPIDFISH OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO YOUR USE OF OR INABILITY TO USE THE PLATFORM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, STUPIDFISH'S TOTAL LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE PLATFORM OR THESE TERMS SHALL NOT EXCEED THE GREATER OF: (A) THE AMOUNT PAID BY YOU TO STUPIDFISH FOR PAID SERVICES IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (B) **US \$100**.

Some jurisdictions do not allow certain limitations, so some provisions may not apply to you.

17. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless StupidFish and its affiliates, officers, directors, employees, contractors, and agents from and against any claims, damages, liabilities,

losses, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) your use of the Platform; (b) your User Content; or (c) your violation of these Terms or applicable law.

18. GOVERNING LAW; VENUE

These Terms are governed by the laws of the State of **Delaware**, without regard to conflict-of-law principles.

Except as otherwise provided in Section 19, any action arising out of or relating to these Terms shall be brought in the state or federal courts located in **Dover, Delaware**, and you consent to their jurisdiction and venue.

19. DISPUTE RESOLUTION; ARBITRATION; CLASS ACTION WAIVER

Many consumer platforms include arbitration and a class action waiver. If you choose to include arbitration, you may use this section; if not, remove this section in its entirety.

Arbitration. Except for small claims matters and injunctive relief for intellectual property, any dispute arising out of or relating to these Terms shall be resolved by binding arbitration administered by **[AAA/JAMS]** under its applicable rules.

Class action waiver. YOU AND STUPIDFISH AGREE THAT CLAIMS MAY BE BROUGHT ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION.

Opt-out. You may opt out of arbitration by providing notice within **30** days of first accepting these Terms by emailing **help@stupidfish.app** with your name and the email associated with your account.

20. ELECTRONIC COMMUNICATIONS

You consent to receive communications from us electronically (e.g., email, in-app notices). You agree that such communications satisfy any legal requirement that communications be in writing.

21. MISCELLANEOUS

If any provision of these Terms is held unenforceable, the remaining provisions remain in full force and effect.

Our failure to enforce any right or provision is not a waiver.

You may not assign these Terms without our prior written consent. We may assign these Terms in connection with a merger, acquisition, reorganization, or sale of assets.

These Terms constitute the entire agreement between you and StupidFish regarding the Platform and supersede all prior or contemporaneous agreements relating to the Platform.

22. CONTACT

If you have questions about this Policy or our privacy practices, contact us at:

Email: help@stupidfish.app

Mail: 850 NEW BURTON ROAD SUITE 201, DOVER DE 19904