

# TERMS OF SERVICE

Thank you for using My Leg Up. These Terms of Service (“Terms”), along with the My Leg Up Privacy Policy, constitute an agreement between you and My Leg Up LLC (“My Leg Up”) regarding your use and access to our services.

Please read these Terms carefully before using My Leg Up. By clicking the “submit” button after “Register” or by using the My Leg Up website, software or services (“Services”), you are agreeing to comply with and be bound by these Terms and our Privacy Policy.

Our Services may change over time. We may stop, suspend, or modify the Services at any time without prior notice to you. We may also remove any content from our Services at our sole discretion.

If you do not agree to these Terms, please do not click the button indicating acceptance and do not use our Services.

## **1. Effective Date and Changes**

The effective date of this version of the Terms is January 1, 2023. The Terms may be modified over time in response to new laws or regulations, for modifications or upgrades, and/or for corrections or clarifications. If changes are made to these Terms, your continued use of the Services will constitute your acceptance of the modifications and the revised Terms. If you do not agree to the revised Terms, you may not use the Services and your account will be deleted.

## **2. Account and Security**

You must register to use the Services. You agree to provide accurate and complete information when you create your account. You also agree to update your account information promptly should it change.

You are solely responsible for protecting the privacy and security of your username and password, including not giving your username and password to any third party. You are responsible for any activity using your account, whether you authorized that activity or not. If you lose your username or password, you may not be able to access your account or any of your data.

If we determine there has been a breach of the security on your account, we reserve the right to change the username, change the password, and/or suspend your account. We are not liable for any loss or damage arising from any access to, or sharing and use of your account. You agree to immediately notify My Leg Up at [support@mylegup.co](mailto:support@mylegup.co) if you suspect a breach to your account, if your account is accessed or used without authorization, or if you have reason to believe that your account, username or password has been compromised.

### **3. Use of Services**

You agree:

- a. the account you create and use is for your own personal use, and not for another
- b. to use our Services, including our website, solely for its intended purposes, in accordance with these Terms, and not for other purposes unapproved by My Leg Up
- c. not to use the Services for illegal data storage or sharing
- d. not to misrepresent your personal information
- e. not to seek access to accounts belonging to others or otherwise interfere with use of the Services by others
- f. not to access, tamper with, or use the Services or accounts that you are not authorized to use
- g. not to abuse the website or its services in any way
- h. to make no attempt to disrupt, obstruct, or interfere with our Services or the operation of our website
- i. not to decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Services

If My Leg Up determines, in its sole discretion, that you have failed to comply with, or in any way violated the foregoing, My Leg Up shall have the option to suspend, terminate, and/or delete your account, without prior notice to you.

### **4. No Association with Financial Institutions**

My Leg Up LLC is not affiliated with any of the financial institutions identified on our website nor has any financial institution vetted our information or sponsored/endorsed our Services. The information we provide was aggregated by My Leg Up based upon actual student experiences during the recruiting process resulting in the compilations appearing at our website. We believe the information is truthful and accurate but cannot guarantee such. We reserve the right to modify our content in order to improve our service, for clarification, and/or to correct any inaccuracies.

### **5. Discontinuation of Service**

We reserve the right to discontinue the Services at any time, either voluntarily or through force majeure. We will do our best to make you aware of any anticipated discontinuation so that you are able to retrieve your information and data from our website, but no guarantees are made as to the ability for that to happen.

### **6. Disclaimer of Warranties**

YOU AGREE THAT USE OF OUR SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT THE SERVICES ARE PROVIDED ON AN “AS IS” BASIS. MY LEG UP LLC, ITS MEMBERS, OFFICERS, EMPLOYEES AND AFFILIATES, EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF FITNESS FOR A

PARTICULAR PURPOSE, MERCHANTABILITY, AND NON-INFRINGEMENT. WE MAKE NO WARRANTY (A) REGARDING THE AVAILABILITY OF JOBS OR YOUR ABILITY TO SECURE ONE – WE ARE NOT LIABLE FOR MISSED OPPORTUNITIES, APPOINTMENTS, OR CONNECTIONS; (B) THE SERVICES WILL MEET YOUR REQUIREMENTS; (C) YOUR USE OF THE SERVICES WILL BE TIMELY, UNINTERRUPTED, SECURE OR ERROR-FREE; (D) ANY INFORMATION OBTAINED THROUGH OUR SERVICES WILL BE ACCURATE OR RELIABLE; AND (E) ANY DEFECTS OR ERRORS IN THE SERVICES WILL BE CORRECTED. ANY INFORMATION OBTAINED AND USED THROUGH OUR SERVICES IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS THEREFROM.

## **7. Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL MY LEG UP LLC, ITS MEMBERS, OFFICERS, EMPLOYEES OR AFFILIATES, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM THE USE OF THE SERVICES HOWEVER CAUSED REGARDLESS OF LEGAL THEORY AND OF WHETHER MY LEG UP LLC WAS WARNED OF THE POSSIBILITY OF SUCH DAMAGES ARISING. THE MAXIMUM LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES SHALL BE LIMITED TO AND WILL NOT EXCEED THE GREATER OF \$250 OR THE AMOUNTS PAID BY YOU TO MY LEG UP LLC FOR USE OF THE SERVICES OVER THE MOST RECENT TWELVE (12) MONTH PERIOD.

## **8. Indemnification**

You agree to defend, indemnify, and hold My Leg Up LLC, its members, officer, and affiliates harmless from and against any claims, liabilities, damages, losses and expenses, including reasonable attorney fees and costs, in connection with your use of the Services, your violation of these Terms, or your violation of the law in any jurisdiction. This indemnity obligation will survive the termination or expiration of your account and these Terms.

## **9. Governing Law and Disputes**

These Terms are governed by the laws of the State of New York except for its conflicts of laws principles. Any and all disputes, claims, and causes of action arising out of or relating to these Terms, or use of the Services, regardless of the theory under which they arise, including without limitation contract, tort, common law, and statutory, shall be resolved individually, without resort to any form of class action or representative action, and exclusively by the American Arbitration Association in the State of New York under its Commercial Mediation Rules using a single arbitrator. The arbitrator may award relief only individually and only to the extent necessary to redress your individual claim(s); the arbitrator may not award relief on behalf of others or the general public.

## **10. Other Miscellaneous Provisions**

These Terms constitute the entire agreement between you and My Leg Up LLC. My Leg Up LLC's failure to enforce a provision is not a waiver of its right to do so in the future. If any provision herein is found unenforceable, the remaining provisions will remain in full force and effect. You may not assign any of your rights under these Terms, and any such attempt is void, but My Leg Up may assign its rights to affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.

## **11. Contact**

Any questions or concerns about the Terms, can be directed to [support@mylegup.co](mailto:support@mylegup.co).